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#### Current Topics.

##### The Legal Birthday Honours.

THE LIST of birthday honours published on Monday includes knighthoods for Prof. HOLLAND, His Honour D. STEWART SMITH, K.C., Vice-Chancellor of the Duchy of Lancaster, and Mr. MARSHALL HALL, K.C., M.P. It would be a little invidious to consider why one prominent advocate is selected for this honour rather than another, but Mr. MARSHALL HALL has for a long time been well known both at the Common Law Bar and in politics. The Vice-Chancellorship of Lancaster stands midway between the county court and High Court Benches, and though it does not, like a High Court judgeship, entitle its holder to an immediate knighthood, it is fitting that this recognition should be given in a case like the present, where a successful career at the Chancery Bar has been followed by valuable work in the chief provincial court of equity and elsewhere.

##### Prof. Holland.

BUT THE most interesting honour is, of course, the knighthood bestowed on Prof. HOLLAND. For many years he has been well known as one of our leading jurists, and the appearance of his letters in the *Times* on matters of International Law—letters which have always been appreciated as weighty pronouncements on the subject—has made his name familiar far beyond the bounds of his own University. Indeed, the fact that his reputation is by no means academic was shewn on the occasion of the presentation to him of his portrait in December, 1914. This, it will be remembered, took place in the Council Chamber of Lincoln's Inn, the presentation being made by Lord HALDANE, then Lord Chancellor, in the presence of a number of distinguished judges and lawyers. We are glad to see the science of jurisprudence and the learning of International Law honoured in the person of Prof. HOLLAND.

##### The Belgian Relief Committee.

WE HAVE from time to time given an account of and expressed our sympathy with the work of the National Committee for Relief in Belgium. We print elsewhere a letter in which it is stated that in future the financial responsibility for this work will be assumed by the United States Government, and that the Committee's appeals to the public in the British Empire will be suspended. It appears that, during the existence of the Committee, over £2,400,000, subscribed throughout the Empire for the relief of Belgium, has passed through

its hands, and so far as possible the unhappy state of the Belgian people has been alleviated.

#### The Colonial Stock Act, 1900.

FROM a notice which we print elsewhere it will be seen that New South Wales Government 5½ Per Cent. Inscribed Stock, 1922-27, has been added to the investments authorized by the Trustee Act, 1892, subject to the restrictions imposed by section 2 (2) of that Act.

#### The Trinity Cause Lists.

THE Court of Appeal List for the present sittings contains 119 cases, of which 20 are appeals from the Chancery Division, 73 from the King's Bench Division, and 14 are Workmen's Compensation appeals. The numbers are practically the same as last sittings, when the total was 117, and the other corresponding figures were 22, 73 and 15, and there is a marked drop as compared with the numbers in Trinity Sittings in previous years. Going back, these were in 1916, 164; in 1915, 215; in 1914, 303; and in 1913, 267. But the Court is not likely to suffer from paucity of work, for if the number of cases is small, there is the appeal in the *Rhodesian Gold Mining* case in progress, and the length of the hearing before Mr. Justice EVE indicates that it is not likely to be got rid of in a hurry, though in litigation, as is well known, it is the unexpected that often happens.

#### The High Courts Lists.

THE Chancery Division Lists shew a slight revival since last sittings. There are now 162 cases and 33 winding-up matters, as against 122 and 25 then. But a year ago the numbers were 273 and 41, and in 1915 244 and 36. Undoubtedly the war is having a depressing effect here. And there is a considerable falling off in the King's Bench Division List, the total being only 234, as against 370 last sittings. But a year ago it was only 251, and in Trinity, 1915, only 170. In Trinity of the previous year—1914—it was 381, but that was before the war. The Probate, &c., Division List, on the other hand, has increased to 520, from the total of 306 last sittings; a year ago 289, and in 1915 418. But examination of the figures shews that the increase is mainly due to undefended probate and divorce cases, which are now 330, as against 173 at the beginning of last sittings. We shall probably have to wait for that deferred, but still indefinite, period, the end of the war, before there is any substantial revival of Court business.

#### The Food Supply Manual.

WE HAVE called attention in these columns to the importance of the Food Orders which are now being issued with somewhat embarrassing profusion by the Food Controller's Department. We saw it stated recently that tradespeople had no chance of learning about them except through the public Press, and it was, we think, put forward by some unfortunate shopkeeper as a defence for a breach of the Orders that he was too busy to read the papers. The Food Supply Manual, which has just been issued in the series of Manuals of Emergency Legislation, under the editorship of Mr. ALEXANDER PULLING, C.B. (H.M. Stationery Office, 1s. net), should do something to meet the difficulty. For the convenience of our readers we endeavour to publish week by week such Orders as are of general or professional interest, and no manual can hope to keep up with the activities of the Department. But the present Food Supply Manual will be found to be a very convenient collection of the Food Orders issued up to 15th May, and its utility is increased by a very full and excellent index, which gives double references—first to the particular provision of the Statutes or Orders, and secondly to the page of the Manual. Copies can be obtained through any bookseller, or direct from H.M. Stationery Office, post free, 1s. 2d.

#### The Food Controller's Office.

IT IS not in general within our sphere to express any opinion when a Minister resigns office. This is usually no more than

an incident in the game of politics. But we may, perhaps, express regret that Lord DEVONPORT should not have been able to continue the duties of the new and peculiarly difficult office of Food Controller, an office in which he has, so far as we have been able to judge, made a very great effort to achieve success. That under certain conditions the food supply must be controlled is obvious, and we believe no one has disputed that these conditions have recently arisen. In ordinary times the laws of supply and demand may be left to their natural operation. But when the conditions are such that supply and demand refuse to adjust themselves by the usual trade processes, State control of some kind becomes essential. The difficulty is that the task thus presented requires in the Food Controller gifts of knowledge, foresight, and organization which are not likely to be possessed by any but a very exceptional individual. Indeed, we doubt whether any individual—shall we say, not even Mr. SIDNEY WEBB—is exceptional enough for the purpose. We have, of course, rushed, under pressure of the war, into Socialistic schemes which may be quite feasible, but which for proper working require long years of preparation. Whether after the war we shall get back altogether to the former individualistic and competitive condition of society is doubtful. The reconstruction to which many look forward will probably require a greater amount of co-operation and State control. If so, the problem will be to reconcile this with the freedom of the individual from excessive official interference. But meanwhile it is useless to expect from any Food Controller, or from a Committee of Food Controllers, results which in the present state of unpreparedness are beyond human capacity. The question is whether Food Control can avert certain grave dangers without doing too much harm in the process. It is the old doctrine of the balance of convenience.

#### Business of the Patent Office in 1916.

THE ANNUAL Report of the Comptroller-General of the Patent Office for the year 1916, recently issued, bristles as usual with statistics. Some interesting facts may, however, be gleaned from it. Financially, it is satisfactory, shewing as it does a surplus £107,491 12s. 1d. of receipts over expenditure. The applications for patents in 1916 were 18,602, compared with 18,191 in the previous year; but there was a continuance in the falling off of patents actually granted, the number being 8,424 in 1916, as against 11,457 in 1915, which compared with 15,036 in 1914. The applications for registration of designs were 15,399 in 1916, compared with 18,130 in 1915, and the applications for the registration of trade marks were 5,837, compared with 6,057. During 1916 there were four applications for extension of the terms of patents beyond the normal fourteen years. Of these one was abandoned, in one case the patent was extended for three years, in another for seven years, and in the other for seven years but not to exceed five years from the termination of the war. It appears that there are only six patents in force which have been extended beyond the normal term of fourteen years, and of these three will expire in 1918. It also appears that in 1916 there were ninety-six applications for the suspension or avoidance of patents belonging to alien enemies; in fifty-six cases licences were granted to the applicants, and in three cases the patents were suspended in favour of the applicants; the other applications either fell through, or still remained to be dealt with at the date of the Report. By virtue of the Trading with the Enemy Acts, the benefit of an application for a patent made by, or on behalf of, or for the benefit of, an enemy or enemy subject may be vested in the Custodian of Enemy Property and the patent granted to him. If so granted the Custodian will, of course, have all the rights of a patentee, including that of granting licences. It appears from the Report under notice that in 1916 (the first year in which this system was in operation) there were seventeen applications made for vesting in the Custodian, and for licences to be granted to the applicants; in seven cases the applications for the patents were vested in the Custodian and the patents sealed to him, and five licences granted. One application for a licence was abandoned, and the remainder were undecided at the date of the Report.

### Soldiers' Access to the Courts.

MANY PERSONS subject to military law will watch with interest the fate of *Norman v. Lieut.-Colonel Brooke*, which came before the Court of Appeal on an interesting point this week. NORMAN, a statutory conscript, commenced an action for illegal assault against the defendant, late Commandant of Wandsworth Detention Barracks; but Low, J., had made an order striking out the claim on the ground that the civil courts have no jurisdiction for alleged illegalities committed by a superior against an inferior in purported execution of the authority conferred upon him by military law. The decision was based on the view, for which there is a certain amount of authority, that when a person becomes subject to military law, he contracts out of his ordinary civil remedies as against other persons subject to military law, and accepts instead the remedies contained in the "Articles of War," i.e., section 42 of the Army Act, 1881. Even granting this view to be correct, obviously there are limits to it. It cannot apply to civil or criminal proceedings taken by one soldier against another for some matter which has nothing to do with their military relationship—e.g., a divorce action in which the correspondent is the petitioner's superior officer. The difficulty is to say exactly when the subject matter of the proceedings in any suit is one arising out of a military relationship, and therefore such as to bar the jurisdiction of a civil court. Where illegal punishments are used by a superior officer, it is arguable that his acts do not arise out of the military relationship at all, and therefore are cognisable by the civil courts in the ordinary way. If this view is correct, the question whether any action for assault against a superior by an inferior in the Army can be entertained by a civil court becomes one of mixed fact and law, which cannot be dismissed summarily as "frivolous and vexatious." This view commended itself to the Court of Appeal, which overruled Mr. Justice Low's order, and held that the case must proceed to trial in the ordinary way. If at the trial the evidence discloses that all the acts complained of were committed by a superior officer in purported execution of his military duty, the question whether or not any remedy outside the Army Act is available to the plaintiff will then be raised.

### Discharges in Anticipation.

A CURIOUS DIFFICULTY in the working of the Military Service (Review of Exceptions) Act, 1917, is pointed out by a correspondent whose letter we print elsewhere. Suppose a rejected man of military age, and not within any other of the scheduled exceptions, receives a review notice under the Act on 1st June, the effect of which is to make him a statutory conscript reservist on 1st July, the thirtieth day thereafter. His date of re-examination is fixed for 15th June, and on that date—after examination by a Medical Board—he is given a "final" discharge, within the meaning of the proviso to section 1 (5) of the Act, on the ground that he is permanently disabled for any form of military service. Obviously the intention of the Act was that such a man should be regarded as excepted altogether from liability to military service, as discharged on the ground of disablement or ill-health. But on 15th June he was not a member of His Majesty's Forces: he does not become one until 1st July! How, then, can he be discharged? We think the answer to this riddle is that the discharge must be treated as a discharge, in anticipation, of a man whose statutory enlistment must take place automatically on a future date. Unless this interpretation is adopted, the discharge has no meaning in such a case, and the proviso is *pro tanto* reduced to an absurdity. So when the "thirtieth day" arrives three events happen in succession all on the one day: (1) the reviewed man is deemed to be "enlisted" in the Regular Army for general service with the colours for the duration of the war, (2) he is deemed to have been transferred to the Reserve, and (3) he is deemed to have been thereafter discharged from the Reserve on the ground of disablement or ill-health. The only point which remains is whether he or any reviewed man, who gets a "final" discharge under the proviso

to section 1 (5), can be reviewed again under the Act on the sending to him of a second review notice. This is uncertain, but our view is that he cannot; otherwise the word "final" is meaningless. The power of the Army Council, under section 1 (1) of the Act, to send a review notice to any man excepted on the grounds mentioned in the section, is a power which can only be exercised once. Of course, when a man is so reviewed and merely *rejected*, he remains within the Act and can receive, after an interval of six months, another re-examination notice; but this is not the same thing as reviewing twice over a man who is finally discharged.

### Abraham Lincoln as a Lawyer.

THE ARTICLE on "Abraham Lincoln, Advocate," which Judge PARRY contributes to the current number of *Cornhill*, is well worthy of perusal. To most of us LINCOLN is the great President of the Civil War and the Abolition of Slavery, but a man does not leap into such a position without a previous training and career, and LINCOLN's career was at the Illinois Bar and in partnership with "BILLY" HERNDON. His legal education, of course, was of his own devising. In his early farming days, "an old farmer recalls him sitting barefoot on a wood pile reading a book. This being such an extraordinary proceeding for a farm hand, he asked him what he was reading. 'I'm not reading,' replied LINCOLN, 'I'm studying.' 'Studying what?' asked the farmer. 'Law, sir,' was the dignified reply. 'Great God Almighty,' ejaculated the farmer in an outburst of stupefied piety, and went his way in amazement. But years after he was the honoured possessor of a true story of a great hero, and biographers made pilgrimages to hear the old man tell it." It seems that an old copy of "Blackstone," found by chance at the bottom of a barrel of household debris, was the basis—in part, at least—of LINCOLN's learning, and no doubt he himself had acted on the advice as to the best mode of studying law which he gave in response to a student's inquiry: "The mode is very simple, though laborious and tedious. It is only to get books and read and study them carefully. Work, work, work is the main thing." It was in 1845, after a short previous partnership with STEPHEN T. LOGAN, that LINCOLN proposed to his young friend HERNDON that he should come into partnership with him. "The young man hung back on the ground of want of practice and inexperience, but LINCOLN clinched the matter in his kindly, masterful way, saying: 'BILLY, I can trust you, if you will trust me.' BILLY and ABRAHAM were Jonathan and David through sixteen years of practice in the law"; and it is to the reminiscences of the junior partner that our knowledge of LINCOLN's work as an advocate is chiefly due. The foundation of his fame and success was his honesty; as a friendly critic said, he was "perversely honest"; and he put his personal point of view very forcibly before a young law student who had qualms of conscience about joining the profession: "Let no young man choosing the law for a calling yield to that popular belief that honesty is not compatible with its practice. If in your judgment you cannot be an honest lawyer, resolve to be honest without being a lawyer."

### The Bar and the Citation of Cases.

IN CONNECTION with the aspect of LINCOLN's career just referred to, it is interesting to take the following from Judge PARRY's article:—"The faithful 'BILLY' tells a story of his first appearance in the Supreme Court of Illinois, and quotes his words as follows:—

"This is the first case I have ever had in this Court, and I have therefore examined it with great care. As the Court will perceive by looking at the abstract of the record, the only question in the case is one of authority. I have not been able to find any authority to sustain my side of the case, but I have found several cases directly in point on the other side. I will now give these authorities to the Court and submit the case."

In commenting on this Judge PARRY says that the question whether, if an advocate knows of a decided case against him, he ought or ought not to reveal it, has often been discussed, and he refers to the opinion of the late JOSHUA WILLIAMS, "the



Gamaliel of Real Property Law":—"It seems to me that, on principle, this is no part of his duty as an advocate." The learned Judge does not give us the source of the quotation, but it will be found in a very interesting little book, "Letters to John Bull, Esq., on Lawyers and Law Reform," published in 1857. The passage continues (p. 25):—"His duty is to look up and state all that can be said on his client's side. The duty of his opponent is to do the like on the other side, and it is his own fault if he fails. Undoubtedly, if the Judge should ask him whether he knows of any case against him, he is bound to tell the truth." It is not for us to decide between the legal ethics of ABRAHAM LINCOLN and of the famous real property lawyer, but it will be noticed that JOSHUA WILLIAMS was assuming that there were skilled lawyers on each side, and his point is that one is not bound to make good the defects of the other. Even so, however, we doubt whether, according to the present comity of Bench and Bar, counsel would allow the Judge to decide without full knowledge of the authorities. For one thing, it might very well mean the loss of the case on appeal with doubled costs. But the chief reason is that counsel are, according to the practice of the courts, assistants to the Bench, and we believe the Bench, recognizing this, rely on them, and look to them to be perfectly open in such matters; and *a fortiori* is this the case where, as often happens in matters of administration, there is only one counsel before the Court.

## Infringement of Composite Trade Marks.

AN action which is for infringement of a trade mark only is of very rare occurrence, because in practice passing-off is generally included as an additional or alternative claim. The case of *Tatem & Co. (Limited) v. Gaumont Co. (Limited)* (34 R. P. C. 181) was treated, by the Court of Appeal at all events, as an action simply for infringement of the plaintiffs' registered trade mark. The trade mark was a composite one, comprising a black cat standing on a terrestrial globe and operating a camera, together with some other unimportant features, and this trade mark the plaintiffs used on cinematograph films. The Gaumont Co.'s mark, used in connection with their films, was also a composite mark, comprising a circular shield with some letterpress on it, and the head of a black cat looking over the top of the shield with the feet of the cat protruding below it. NEVILLE, J., who tried the action, considered that the black cat was the most prominent feature of the plaintiffs' trade mark, and that the identification of such a well-known firm as the defendants' with a black cat on their films would injure the plaintiffs' trade; so he granted an injunction, but this decision was reversed by the Court of Appeal. Lord COZENS-HARDY, M.R., said that the distinction between a claim for infringement of a registered trade mark, which is property, and a claim seeking relief by way of injunction against passing-off, was vital and ought never to be lost sight of, but that NEVILLE, J., had in this case lost sight of it. WARRINGTON, L.J., said that all the Court had to consider in the action was the registered trade mark and the thing which was complained of, and to see whether the thing complained of was an infringement of the registered trade mark; and, to determine this, the Court had to ask itself whether what the defendants had done was calculated to deceive; and he further said that it was inconceivable that any person in his senses, seeing the registered trade mark, could suppose that the defendants' mark was an imitation.

At the trial evidence was given on behalf of the plaintiffs and also on behalf of the defendants. This evidence influenced NEVILLE, J., in coming to his decision, but the Court of Appeal seem to have failed to recognize the materiality of it. We must confess that it appears to us that the decision of NEVILLE, J., was more in accordance than that of the Court of Appeal with what is, or ought to be, the doctrine as to infringement of a composite trade mark: namely, that where what is the predominant feature of a composite trade mark is obvious to the

eye or is established by evidence, then the reproduction of that as the predominant feature in another mark constitutes infringement. In the case under notice the device of a black cat operating a camera was obviously the predominant feature of the plaintiffs' trade mark. A black cat ought, we think, to have been deemed the predominating feature of the defendants' mark, and the absence of a camera was not, in our opinion, sufficient to prevent the defendants' mark from being an imitation of the plaintiffs' for trade purposes, if due regard be paid to the ordinary course of trade.

If the predominating feature of the composite trade mark of one trader is reproduced prominently in the mark of another trader, the latter cannot escape from a charge of infringement by pointing to dissimilarities in other respects between the two marks. This is shewn in many cases, and especially by *Orr Ewing v. Johnson* in the House of Lords (L. R. 7 App. Cas. 219). There the predominating feature of the plaintiff's trade mark, as shewn by eyesight and by the evidence, was the device of two elephants, and there were two elephants prominently displayed in the defendant's trade mark; but in all other respects there was no similarity between the two marks, and in particular the defendant's mark bore prominently a figure of a Hindoo goddess called "Gunputty." An injunction was awarded against the defendant at the trial, and this was confirmed by the Court of Appeal and the House of Lords. The evidence in that case established that the plaintiff's goods were known on the Bombay market as "two elephant" goods. So in the black cat case there appears to have been evidence of the identification of a black cat with the plaintiffs' goods; and NEVILLE, J., in the course of his judgment said:—"Within a comparatively short time and within the district over which the trade extended, the evidence shewed pretty clearly that everybody knew that black cat films were Tatem & Co.'s films."

## Restraint in Discretionary Trusts.

MOST family lawyers will have had their attention arrested by the recent case upon the liberty of a trustee's action where he is exercising a discretionary trust (*Re Charteris, Charteris v. Biddulph*, 1917, 1 Ch. 377). But they may reach the conclusion that, carefully considered, the case is rather a neat and striking illustration of principles already well known than a breaking-up of new ground, or a revelation of things new and strange.

Trusts to be exercised by the trustees or trustee "as they or he shall think fit," "at their or his discretion," "at their or his uncontrolled discretion," and the like, are quite familiar to the profession; and the very practical question thereupon arising is, Can the exercise of such a trust be reviewed, and revised, by an appellate tribunal? and, if so, under what circumstances and to what extent? Or, in the alternative, has the settlor indeed empowered his trustees to take every imaginable licence?

It is surely helpful, before turning to the authorities or a treatise, to consider what the settlor, or testator, has said, and try and educe his meaning. And may not the interpretation of such words as "at their or his absolute discretion" be fairly and confidently said to be that the trustees are not required to act with absolute discreteness (which would demand the possession of an unusual quality, and involve a grave responsibility), but at their own discretion, and to the best of the discretion which they possess; that the trustees must exercise their discretion, and, so long as there are two or more trustees, must exercise it jointly; and that, in the exercise of their discretion, they should, in accordance with the common rule, have regard to the rights and interests of all the parties concerned? A reference to some of the authorities will shew how far this presumptive exposition of the phrase is in accord with the views on the subject held by judges of great gifts and attainments, and bequeathed for the benefit of posterity by them.

First, in a case where trustees were empowered to invest

upon such stocks, funds, and securities as they should think fit, Mr. Justice KEKEWICH, nearly one-and-twenty years ago, in delivering judgment, says: "What is the meaning of the words 'shall think fit.' I have formed a very strong opinion that they mean 'shall honestly think fit.' It would be futile for a trustee to say that he thought fit to make an investment which he knew to be wrong. The Court would say that he ought not to think fit to do so, and would come to the conclusion that he did not in fact think fit. There have been many cases in which a trustee has attempted to say that he has exercised his discretion in a particular way; but the Court has replied that he, in truth, exercised no discretion at all. What I have to consider is whether these trustees thought fit to make these investments in the sense that they did so honestly, and with due regard to their fiduciary position as holding the money in trust for other persons. I cannot go so far as to say that these trustees were bound to look at the matter in the same way as trustees with a less wide discretion ought to look at it; for that would be to strike the discretionary words out of the will. . . . The fact that [one trustee] took a bribe (a commission for procuring the application by the trustees for certain debentures) is conclusive against him. Honesty seems to be out of the question after that": *Re Smith, Smith v. Thompson* (1896, 1 Ch. 71, 76).

But, as a general rule, when trustees do collectively exercise a simple discretion reposed in them, and that fairly and honestly, the Court will not interfere: *Costabadie v. Costabadie* (6 Hare, 410); *Re Beloved Wilkes' Charity* (3 Mac. & G. 440). If they allow themselves to exercise the discretion in an arbitrary and unreasonable manner the Court is at liberty to control them, and will do so (*Davey v. Ward*, 7 Ch. Div. 754, and cases there cited; cf. *Hampden v. the Earl of Buckinghamshire*, 1893, 2 Ch. 531, at p. 544). Should, however, a discretion be expressed to be absolute and uncontrolled, the situation is different, and then, even should it think the trustees are acting injudiciously, the Court will not interfere in the absence of *mala fides* in regard to its exercise: *Gisborne v. Gisborne* (2 App. Cas. 300); *Tabor v. Brooks* (10 Ch. Div. 273).

So it would appear that for many years past it has been settled that the phrase "in their or his absolute and uncontrolled discretion" confers a greater degree of licence in action than such a phrase as "at their or his discretion." It is evident that it is for a draftsman to determine which phrase is the more proper for use in the clause he is penning; and it is on such an occasion that a copyist is often exposed. As we were well reminded by a modern case, a draftsman's work will also show diligence and care by specifying clearly what is the subject for discretion. Trustees held real and personal estate in trust "for sale and conversion at their absolute and unfettered discretion and to invest the proceeds and pay the nett income" as directed. The instrument contained no provisions for the management of the real estate. And it is most instructive and important to note that the learned Judge held that the words quoted were not equivalent—as possibly a hasty writer might fancy—to a direction that the trustees might sell, or not, in their absolute discretion; though the time and mode of sale were in their discretion unquestionably: *Re Atkins, Newman v. Sinclair* (81 L.T. 421).

But to return to Mr. Justice KEKEWICH's remarks, and our statement of the law. After a sufficiently close examination, the standard expected from the collective action of the trustees can hardly be regarded as unduly high or exacting, nor can the occasion of interference be deemed an annoying intermeddling in debatable private affairs. On the contrary, we believe that the public will view, with quiet equanimity, this modest degree of judicial control, while from the judicious position, being politic and sensible, will obtain more general approbation than some other parts of equity.

We would, however, hasten on to make brief comments on the second and third propositions to be gathered from the authorities, the former of which is that, having the duty of exercising their own discretion, two or more trustees form, as it were, but one collective trustee, and, as we have already

intimated, they must balance the matter in their discretion, and carry out the duty reposed in them in a joint capacity. *Attorney-General v. Gleg* (1 Atk. 356); *Luke v. the South Kensington Hotel Co.* (11 Ch. Div. 121); *Re Roth, Goldberger v. Roth* (74 L.T. 50). For example, in the eighteenth century a Mr. WRIGHT bequeathed several sums of money to his three executors to distribute in charity "at the discretion of his executors." These gentlemen thought the best way would be for each of them to assume the independent control and distribution of one-third of the money; but the great Lord HARDWICK informed them that they must not do so, because the determination of the property in every object was expressly committed by Mr. WRIGHT to the direction of all the executors: *Attorney-General v. Gleg* (*supra*). And as mistakes would appear to have arisen from an unfortunate inadvertence to the point, we may do good service by emphasising that, before trustees proceed to consider the exercise of their discretion, they should clearly and definitely ascertain upon what point or points that discretion is to be exercised: see, for example, *Re Atkins, Newman v. Sinclair*, (*supra*); *Re Charteris, Charteris v. Biddulph* (*supra*). It is not convenient when trustees, or their advisers, misconceive their true position, and accordingly essay, and purport, to exercise discretion without a due regard to the purposes for which the duty was, in truth, imposed.

And, lastly, trustees in whom is reposed a discretionary trust are not bound to assign the reasons for the manner in which they as a collective body have, in fact, exercised their discretion, nor the grounds of any conclusion which they may have reached in fulfilling their duty. And in some cases they may be advised not to disclose their reasons, because, as old precedents adequately notify, if they do, and from their own statement it appears that they are labouring under an error, the Court will intervene, and set aside the conclusion which they reached: *Re Beloved Wilkes' Charity* (*supra*); *Re v. the Archbishop of Canterbury* (15 East, 117). Difficulty, predeliction, wilfulness, or prejudice may not have paralysed their faculties of judgment; but, none the less, the conclusion may, to other minds, present itself as unsound upon a correct premiss; and the question is, whether, in the circumstances, they are not well advised, and morally justified, in restraining their tongues.

Thus an inquirer is very readily able to grasp to what extent a trustee's action may be checked and revised in a court of equity. And seeing that it is somewhat germane to our subject, we wish, before concluding, to direct attention to a case, the decision in which should be welcome, and may be very usefully remembered, in present conditions. Trustees of a portions term had power to postpone "at their discretion" the raising of the portions. The life tenant, with good sense and judgment, proposed to increase the rate of interest on the portions from four to five per cent., provided the raising was postponed. Mr. Justice SARGANT considered that these trustees ought to have regard to the interests of the persons entitled to the settled estate as well as to the interests of the portioners, and, in the circumstances of the case (for which we may well refer the reader to the report), the learned Judge gave the trustees liberty to postpone raising the portions for a year, so long as the increased interest was paid, with liberty to apply when the year was ended: *Re Sandys, Union of London & Smith Bank v. Litchfield* (1916, 1 Ch. 511). The practical man will doubtless like to compare this case with the one which suggested the foregoing comments, and he may also wish attentively to consider whether an application to the Court for advice and leave is not a happy solution of many problems presented to trustees by the abnormal times through which it is the lot of the present generation to be passing.

At the Ministry of Labour, Miss Isabel Sloan, assistant secretary of the National Federation of Women Workers (of which Miss Macarthur is secretary), has been appointed to co-operate with Sir George Askwith, the Chief Industrial Commissioner, in dealing with labour disputes in which women are affected. Miss Sloan has conducted negotiations arising out of industrial disputes during the past year.

## Reviews.

## Books of the Week.

**Corporations.**—Some Legal Phases of Corporate Financing Reorganisation, and Regulation. By FRANCIS LYNDE STELSON, JAMES BYRNE, PAUL D. CRAVATH, GEORGE W. WICKERSHAM, GILBERT H. MONTAGUE, GEORGE S. COLEMAN, and WILLIAM D. GUTHRIE. The Macmillan Co., New York; Macmillan & Co. (Limited). 12s. 6d. net.

Juridical Review. June, 1917. W. Green & Son (Limited).

**Emergency Legislation.**—Food Supply Manual. First Edition. Revised to May 15th, 1917. Edited by ALEXANDER PULLING, C.B., Barrister-at-Law. H.M. Stationery Office. 1s. net.

Canada Law Journal. April, 1917. Canada Law Book Co. (Limited), Toronto.

## Correspondence.

## Military Service (Review of Exceptions) Act, 1917.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I was interested in your leaderettes on this subject in the current issue.

In the first place it has, I think, always been assumed by the military authorities than an attested man who is rejected and then discharged is outside the Act as being within Clause 5 of Schedule I. Does not the recent decision of the Divisional Court confirm this view, and would it not be hard to argue that a man discharged on account of "unfitness for war service" (the words commonly used on Form B 2079) is not discharged on account of ill-health? It would seem therefore superfluity of caution to appeal.

There is an obvious clerical error in the last sentence of the first leaderette. The words in the *Reserve* should be with the *Colours*, see section 1, sub-section (4).

It seems the intention of section 1 (2) that a reviewed man should be enlisted in the Reserve as from the date of the notice, but I think your argument is correct that he is not so enlisted until thirty days thereafter (the appointed day).

My own case shews what a curious position this leads to. I attested in December, 1916, and was accepted; in April, 1917, I was rejected as totally unfit by a Medical Board. In September, not having received a pink form, I applied for my discharge, which was given me as being "unfit for war service after serving one day with the Colours and 223 in the Army Reserve." I therefore was placed outside the Military Service Acts.

A little time ago I received a review notice, and on re-examination was "discharged in consequence of rejection as permanently and totally disabled for service under the Military Service (Review of Exceptions) Act, 1917, after serving — days with the Colours and 200 days in the Army Reserve."

I am therefore discharged after serving (in the realms of fancy) 200 days, a week or so before I am even deemed to be enlisted!

It would seem (section 1, sub-section (3)) that I am not liable to a penalty for not complying with a subsequent review notice owing to being "totally and permanently disabled" (see form of discharge), nor can I be called up again for examination (section 1, sub-section (5)) for the same reason. In spite of this I have no legal answer if I am called up, as I am deemed to be enlisted in the Reserve after my final discharge (section 1, sub-section (2)). Rather a Gilbertian situation!

I hesitate to bother you with further points, but they may be of interest to yourself and the author of the interesting articles which recently appeared.

A Naval attested man I know was accepted, but was not called up for some months. On his call up he was re-examined and rejected, and given a copy of the enclosed form (all except the name and date were printed). It shews rather a confusion of thought; why should he attest, if he is otherwise caught by the Military Service Acts, and if he attests how can he be classified under the Acts?

He has been to a voluntary examination and passed, but has not attested and claims that, as a member of the Navy, until he is discharged from Naval Service, he cannot join the other branch; much less can he be made to—a contention which seems sound, and which the decision of the Divisional Court supports. HAROLD BEVIE.

Devereux-chambers, Temple, London, W.C.2.

June 4, 1917.

The following is the copy of the form referred to:—  
To Rejected Candidates.

Royal Naval Barracks, Devonport,

[name.]

[date.]

A certificate of medical or physical rejection is *not* granted from the Naval Service to recruits.

Although considered unfit for Naval service, you may be fit for some category of Military service, and you are to report on your arrival home to the nearest Army Recruiting Officer for attestation and classification under the Military Service Act, 1915.

[See observations under "Current Topics."—Ed. S.J.]

## The Belgian Relief Committee.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In view of the fact that the United States Government has generously assumed all financial responsibility for the work of the Commission for Relief in Belgium, it has been decided that the National Committee for Relief in Belgium will suspend its appeals to the public in the British Empire. Any monies received after June 1 will be held to provide for emergencies now unforeseen in connection with relief in Belgium.

This course of action is in accordance with the suggestion made by Mr. Hoover, chairman of the Relief Commission, who is now in Washington, and has the approval of his Majesty's Government and the Belgian Minister.

During the existence of the Committee over £2,400,000, subscribed throughout the British Empire for the relief of our oppressed Allies in Belgium, has passed through its hands. The second annual meeting will be held at the Mansion House on June 15, when opportunity will be taken to express gratitude to those committees and individuals who have co-operated with such marked devotion in the work of the national body.

Signed, on behalf of the National Committee:—

W. H. DUNN,

Lord Mayor of London, Chairman.

RANDALL CASTUAR.

FRANCIS CARDINAL BOURNE.

JOHN BROWN,

Moderator, Church of Scotland.

W. B. SELBIE,

President, Free Church Council.

J. H. HERTZ,

Chief Rabbi.

W. A. M. GOODE,

Hon. Secretary.

LANSDOWNE.

ROSEBURY.

BRUCE.

ARTHUR HENDERSON

JOHN E. REDMOND.

A. SHIRLEY BENN,

Hon. Treasurer.

## Estate Duty and Annuities.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—A testator who died in the year 1892 by his will bequeathed in the following words: "To my faithful servant (naming her) during her life an annuity of £40, to be paid by equal quarterly payments, and the first of such payments to be made at the end of three calendar months after my death," but gave no directions to his executors either to purchase the annuity or to set apart a fund to meet it, so that it was simply charged upon the general residue of his estate. On passing the residuary account a deduction of £1,000 was made, being a sum sufficient, at 4 per cent., to produce the annuity, but this course was taken merely in accordance with the usual practice, and affected simply the amount of Legacy Duty then payable. As a matter of fact no specific fund was ear-marked by the executors to meet the annuity, which was paid out of income of the testator's residuary estate for the time being undistributed.

The annuitant died in the year 1916, whereupon the Inland Revenue Authorities, relying upon section 14 of the Finance Act, 1914, claimed Estate Duty on the capital released by the cesser of the annuity, and maintained that there was a "passing" within the meaning of section 1 of the Finance Act, 1894. It seems to us, however, that the question turns upon whether or not the gift of the annuity did or did not create a settlement, which point would have been tested if the testator had died after the passing of the Finance Act, 1894, when, if there were a settlement, Estate Duty would have been payable. If the testator direct that a portion of his



estate be set apart, Settlement Estate Duty is payable (*Attorney-General v. Owen and Others*, 1899, Q.B.D. 2, 253), but in the present instance the reverse is the case, and in the circumstances we venture to think that the claim now put forward is both unfair and untenable. However, we cannot find any authority to support our contention, and as the point appears to be of general interest we shall be obliged if you will kindly express your opinion on the point raised in this letter.

BEDFORD ROW.

May 30.

[We hope to consider this letter next week.—Ed. S.J.]

## CASES OF LAST SITTINGS. Court of Appeal.

**WHITTALL v. STAVELEY IRON AND COAL CO. (LIM.).** No. 1.  
8th May.

**WORKMEN'S COMPENSATION—ACCIDENT "IN COURSE OF EMPLOYMENT"**  
—KILLED WHILE RETURNING TO STATION AFTER DAY'S WORK—PRIVATE PATH ALONGSIDE RAILWAY LINE—EVIDENCE THAT THE COLLIERIES USUALLY WENT BY THIS PATH TO STATION—NO EVIDENCE AS TO HOW THIS LICENCE ORIGINATED—INFERENCE TO BE DRAWN FROM ADMITTED FACTS—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1 (1).

A workman having finished his day's work started for the station. He could go by three alternative ways, but he chose one that for a short distance was by a footpath running alongside the railway. There was evidence that the footpath was daily used by the men from the colliery, and that one of the notice boards put up by the Midland Railway ran: "No one is permitted to walk upon this railway except workmen employed by the Staveley Coal and Iron Co. (Limited), and they are not permitted to do so except when going to and from their work. All persons found upon this railway under any other conditions will be prosecuted." On the way he was run over and killed by a passing train. The county court judge refused to draw the inference on the admitted facts, contrary to the contention put forward on behalf of the widow, that the licence given the respondents' workmen to use this footpath must have arisen either as the result of some agreement between the railway and the colliery owners or at the request of the latter, as there was no evidence to support either of such findings, and accordingly he held that the accident did not happen to the workman at a place where he was by reason only of a permission granted him through his employers.

Held, that there was no obligation upon the county court judge to draw the inference as a matter of law, which he was asked to draw, from the facts before him.

*John Stewart & Son (1912) (Limited) v. Longhurst* (61 SOLICITORS' JOURNAL, 414) considered and followed.

Appeal by the widow of a workman from the refusal of the county court judge at Chesterfield to award her compensation in respect of the death of her husband. Whittall was employed as a boilermaker, and on the day of the accident was sent from the "shop" to do work at the Seymour Colliery, one of the collieries belonging to the respondents. About 4.30, his work being finished, he put away his tools and started to catch a train at Netherthorpe Station for his home. He proceeded along a footpath by the side of the line, and in attempting to cross from it to the station platform was knocked down by the incoming train and killed. The county court judge, in a considered judgment, found that the footpath was used by a large number of the respondents' workmen daily, and that special facilities to use it were given by the railway to the men employed at the respondents' works; that the permission given them to use the footpath was denied to the general public, but that there was no evidence upon which he could find that this permission was given at the instance of the respondents. Some stress was laid on the fact that although the working hours terminated at 3.30 p.m., Whittall was paid for an extra hour to make up to him for the time he spent in going from the workshop, where he usually was employed, to and from the colliery. In the view the learned judge took of the case, this did not alter the liability. No control was retained over the workman when his work was done at 3.30, and he thought it could not be said that the employers increased their liability by making this payment. His award would be for the respondents. The main ground of the appeal was that, on the facts as admitted or proved, the county court judge should have drawn the inference, as a matter of law, that the licence given the men by the railway to use the footpath was at the request of the company, and the employers were liable for the same reasons as they were held liable in the case of *John Stewart & Son (1912) (Limited) v. Longhurst* (ante, p. 414). Reliance was also put on the judgments in *Gane v. Norton Hill Colliery Co.* (1909, 2 K. B. 539).

Lord COZENS-HARDY, M.R., in giving judgment, said the appeal raised a point, which often occurred, as to accidents which arose, not at the actual place where the man was working, but on some land or road which had to be crossed to get to the place of his work. In deciding the true test to be applied in such cases, it must be remembered that

the Act was framed to give relief against the employer. It was a question between the employer and "workman" in which phrase was included the workmen's dependents. If the circumstances were such that either expressly or by reason of implication, must it be held that the workman was entitled as against his employer to use a particular way over his employer's land, or over somebody else's land, in respect of which the employer had for some purposes of contract obtained a right to go, then it was an implied term of the contract that the man should be there, and being there was part of his employment, and arising out of his employment; the accident happened in the course of the employment, and the other follows. It has been said that it really did not make any difference whether there was any contractual right between the employer and the workman: it was sufficient if, by permission of somebody else, the workman had a right to go over the place where the accident happened. He could not assent to that. It was inconsistent with a mass of authorities, and that the Court, were it so to hold, would be laying down new law. The Court had been referred to the recent decision of the House of Lords in *John Stewart & Son v. Longhurst* (ante, p. 414). That case, when before this Court (see report, ante, p. 9), appeared to him to be a very plain case. There, clearly, unless the workmen had the right to make use of the permission or privilege granted by the dock authorities to the employer, they never could have got to the barge on which they were engaged to work, or, having got there, never could have got away from the barge. They would have been imprisoned there for life, as far as could be seen, and, consequently, there was plainly to be inferred that it was an implied term of the contract between the employer and the workmen in that case that the latter should have a right of access to the dock arising out of the access which the employers themselves had obtained for the purpose of this very employment from the dock authorities. Another case to which the Court was referred to was *Gane v. Norton Hill Colliery Co.* (1909, 2 K. B. 539). He saw no reason to doubt the accuracy of that decision at all. The accident in that case took place on the employer's premises. There was evidence from which the Court held that the employers acquiesced in, and, in fact, assented to the user by their men of this particular mode of departure at the place where the accident happened. It was true that it was not the only way they could have left by; there were two or three by which they might have gone. The evidence satisfied the Court that the term of the employment was that the workman should have the right to use any one of these ways for the purpose of getting from his work as well as getting to his work. In the present case there was no evidence that the employers had any right or interest in the particular place where this accident happened. It was said there was evidence, and no doubt there was evidence, from the notice boards which had been put up by the Midland Railway. One board simply said in effect, "No trespassers permitted; no one must go along the line without permission," and another, "Nobody is allowed here except the workmen coming from the Staveley Colliery Company's premises." That was a matter simply between the railway company and the workmen of the colliery using the line. There was nothing to suggest any arrangement between the colliery company and the railway company. It was not a way which would substantially decrease distance, for the difference between going by the public road and this footpath, both leading to the Netherthorpe Station, was so slight as to be immaterial. It was urged that the county court judge ought to have drawn an inference that this notorious user of the line must have been a user sanctioned by reason of some contract or arrangement made between the colliery company and the railway company. The learned county court judge said in effect that he did not think there was any evidence of any such agreement having ever been made. He was not prepared to infer it, and unless counsel for the appellant here (the applicant) could satisfy the Court that it was his duty—his judicial duty—to infer that there was such a contract between the colliery company and the railway company as gave the employees of the former the right to go over the railway—unless he could establish that—it would seem that the award must stand. The view of the county court judge was that he was not bound as a matter of law to draw the inference which he was asked to draw. His lordship thought that he was perfectly right. If he had drawn another inference very possibly there might have been an appeal on the other side. It was quite sufficient to say that he was not bound by the inference which he declined to draw, and, that being so, the appeal failed.

BANKES and WARRINGTON, L.J.J., gave judgment to the same effect. Appeal dismissed, with costs.—COUNSEL for the appellant, E. W. Gane (*McCall*, K.C., with him); for the respondents, Albert Parsons, K.C., and Ellison. SOLICITORS, Field, Roscoe, & Co., for Stanton & Walker, Chesterfield; Stevens, Son, & Co., for Jones & Middleton, Chesterfield.

[Reported by ERSKINE REID, Barrister-at-Law.]

**MACMILLAN AND ANOTHER v. LONDON JOINT STOCK BANK.**  
No. 2. 4th, 7th, 8th, 9th, 10th, and 21st May.

**BANK—CHEQUE—ALTERATION OF AMOUNT—PAYMENT BY BANK—LIABILITY TO CUSTOMER.**

A partner in a firm having a banking account with the defendant bank signed a cheque for petty cash for £2. The cheque was taken to him to sign by the clerk who kept the firm's books, and whose duty it was to draw out the cheques for signature. The amount was not filled in on the cheque in words, and the omission was not noticed by the partner who signed it. Subsequently the clerk filled in the words "One hundred

and twenty pounds," and added the figures "1" and "0" respectively before and after the figure "2," and cashed the cheque for £120. The fraud being discovered, the firm sued the bank to recover £120, less £2.

Held, that the signing of the cheque in the above circumstances did not constitute such negligence on the part of the customer as estopped him from recovering from the bank the amount paid above £2.

Decision of Sankey, J. (1917, 1 K. B. 363), affirmed.

Appeal by the bank against a judgment of Sankey, J. The plaintiffs had a banking account with the bank, and had in their employ a confidential clerk named Klautschi. He had been with them some years, and they had no reason to distrust him. They left to him the keeping of their books and the filling in of cheques for signature. One day, as one of the partners was leaving the office, he asked him to sign a cheque for £2 for petty cash. The cheque he produced for signature contained no words in the space left for words, but the figures 2 0 0 were in the space left for figures. It was properly dated, and was made payable to "ourselves." The partner, in his hurry to go out, signed the cheque in that condition, and the clerk then filled in the words "one hundred and twenty pounds" in the space left for words and the figures "1" and "0" on each side of the figure "2," thus transforming it into a complete cheque for £120. He cashed the cheque and absconded. The plaintiffs brought this action to recover (*inter alia*) £118, the difference between the amounts of the authorized and forged cheques. Sankey, J., held that the signing of the cheque in its original form did not constitute negligence such as to prevent the plaintiffs from recovering the sum claimed from the bank.

THE COURT, having taken time, gave judgment affirming the decision of Sankey, J.

SWINFEN-EADY, L.J., said that at the trial the bank sought to shew that originally the cheque for £2, which was alone the subject of this appeal, had been altered by Klautschi at first into a cheque for £200, and subsequently into one for £120, for which amount it was cashed. For himself he took the facts as found by the learned Judge, and his findings were not challenged. On those facts the bank claimed judgment on two grounds. They said that the plaintiffs had entrusted their clerk with the duty of filling up the cheque, after signature, so far as it was left blank, and that they were responsible for whatever amount he inserted, and that the private limit of the clerk's authority did not affect them. They relied on section 20 and section 9 (2) of the Bills of Exchange Act, 1882. Assuming that the clerk had *prima facie* authority to fill up the words in the space left blank, that might be rebutted, and it was clear from the evidence that he had no actual authority to do so, and that the blank was not filled up in accordance with any authority given. The bank was not within the terms of the proviso contained in section 20, which only applied where the instrument after completion was negotiated to a holder in due course. Moreover, if the cheque had been filled up in words for one hundred and twenty pounds, and the figures of £2 0 0 had remained unaltered, the bank would have been justified in refusing to pay the larger sum, and paying only the smaller sum, that being, according to the text writers, the practice followed by bankers in England when there was a discrepancy between words and figures on cheques. Section 9 (2) of the Act had no application to the case, as, when the cheque was presented for payment, there was no discrepancy between the words and figures, the figures having then been imperfectly altered to agree with the words which had been added after signature. The appellants then said that, whether section 20 applied or not, they were protected by the principle expressed by Moulton, L.J., in *Smith v. Prosser* (1907, 2 K. B. 752). They, however, failed on the facts to bring themselves within that rule, as, when the cheque was signed by the plaintiffs, there was a limit obvious on the face of the instrument, as the figures had been filled in limiting the cheque to £2. Those figures formed a material part of the cheque. In that respect the present case was unlike *Garrard v. Lewis* (10 Q. B. D. 34), where it was held that the figures in the margin of the acceptance, which had been fraudulently altered, were not an essential part of a bill of exchange, and that the holder had a right to neglect the marginal figure and to look only to the body of the bill. The appellants further contended that the respondents had been guilty of such negligence in the drawing of the cheque as disentitled them to recover on the authority of *Young v. Grote* (4 Bing., 253). And this defence of the bank was founded on a breach of duty which a customer owed to his banker. Having dealt with a string of authorities on this subject, his lordship said that they laid down the rule that, although a customer owed a duty to his banker not so carelessly or illegally to fill in a cheque as to mislead the banker into paying it either to a wrong person or for a wrong amount, the duty did not extend to filling in a cheque so as to give no possible opportunity for fraud or forgery by the third person. The drawer was not bound to assume that fraud or forgery was the natural necessary and consequential result of his drawing a cheque. Negligence in order to estop must be negligence in the transaction itself, and the approximate cause of the loss. The facts shewed that was not the case here. He thought the judgment of Sankey, J., was correct, and the appeal failed.

SCRUTTON, L.J., and BRAY, J., read judgments to same effect. Appeal dismissed, with costs.—COUNSEL, for the appellants, *Roche, K.C.*, and *A. Neilson*; for the respondents, *Holman Gregory, K.C.*, and *Jowitt*. SOLICITORS, *Morley, Shireff, & Co.*; *E. H. Coopman*.

[Reported by *BARBARA REID, Barrister-at-Law.*]

## High Court—Chancery Division.

*Re FRANCISCO SUAREZ (Deceased).* Eve, J. 23rd May.

AMBASSADOR—PRIVILEGE—IMMUNITY FROM PROCESS—EXECUTION—SUBMITTING TO JURISDICTION DOWN TO JUDGMENT—ASSERTION OF IMMUNITY FROM EXECUTION—7 ANNE, c. 12.

An ambassador submitting to the jurisdiction down to judgment can, when judgment has been pronounced or an order made determining his liability to pay, assert his immunity from process by way of execution, and set up the statute of Anne as an answer to an application for leave to issue execution.

This was an application under the Courts (Emergency Powers) Acts, 1914-16, for leave to enforce an order for payment made in a beneficiary's action against the defendant as administrator of a sum of £16,269 4s. 9d., with which the administrator had submitted to be surcharged on his accounts as administrator. The defendant had submitted to the jurisdiction down to judgment, and had waived his privilege as a diplomatic agent.

EVE, J.—The defendant has raised the question whether, notwithstanding his submission to the jurisdiction, any writ of execution can be sued out or issued whereby his goods, chattels, and effects can be seized or attached. In support of his contention that any such writ is null and void, the defendant relies on section 3 of the Diplomatic Privileges Act, 1708 (7 Anne, c. 12). To this the plaintiff answers that there are limits to this rule of exemption. It does not extend to real estate, and he maintains further that personal property, not being emoluments of the office or used or necessary for the exercise of the functions of an ambassador or for the maintenance of the personal dignity or comfort of the ambassador, does not fall within it, but is subject to the local jurisdiction. He presses, therefore, for leave to issue execution against such personal property. No decided authority is cited in support of this further exception to the rule, but reliance is placed on several passages tending to suggest the existence of such exception quoted from the jurists in the report of *Taylor v. Best* (14 C. B. 487), and on some observations made in the judgments in that case, more particularly in that of Maule, J., at p. 524, and it has been forcibly argued that the statute of Anne, having been held to be declaratory of the common law (see *Vivcash v. Becker*, 3 M. & S. 292), and section 3 having been held to extend to all writs and processes and not to be confined to writs of execution (*Musurus Bey v. Godham*, 1894, 2 Q. B. 352), it is quite illogical to treat the writ of summons as being neither null nor void in a case where the ambassador submits to the jurisdiction and allows the action to proceed without asserting his privilege and at the same time to hold that the statute absolutely prohibits the procedure which may be the only means of making the judgment in such action productive of any result. In dealing with this argument it is necessary to appreciate exactly what the Court had to decide in *Taylor v. Best*. The only question which the Court was called upon to determine was whether the application to stay proceedings ought to be entertained, or whether it was not altogether too late, and they held the applicant estopped by his conduct from succeeding in the application. The *quære* raised by the elaborate arguments presented to the Court, founded largely on extracts from the jurists, and by judicial observations, is accurately stated at the conclusion of the headnote on p. 487 of the report in these terms: "Qu.—Whether the privilege of an ambassador or foreign minister extends to prevent his being sued in the courts of this country or only to protect him from process which may affect the sanctity of his person or his comfort or dignity." But even in *Taylor v. Best* the Court apparently drew a distinction between proceedings up to judgment and steps to enforce the judgment. Chief Justice Jervis, towards the end of his judgment, at p. 523, says: "If any *ca. sa.* or *fi. fa.* were issued against him upon the judgment the statute of Anne would have applied, and the Court might have been called upon to interfere to prevent its being put in force against him." Putting it most in favour of the applicant here, it comes to this, that the judgment in *Taylor v. Best* left open the question propounded by Mr. Justice Maule: Whether an ambassador or public minister can be brought into Court against his will by process not immediately affecting either his person or his property and have his rights and liabilities ascertained and determined; and when that question was answered by an emphatic negative in the case of the *Magdalena Steam Navigation Co. v. Martin* (1 E. & E. 94), the matter was really concluded, and thereafter *Taylor v. Best* stands only as an authority for what it actually decided, and can no longer usefully be resorted to for any *dicta* or expressions of opinion raising doubts what the law really is. The law as laid down in the *Magdalena* case has been reaffirmed without qualification by the Court of Appeal in *The Parlement Belge* (5 P. D. 197) and in *Mighell v. Sultan of Johore* (1894, 1 Q. B. 149), and there can no longer be any doubt that in this country an ambassador is entitled to complete immunity from the jurisdiction of the local courts except in cases in which he submits to or invites the jurisdiction. In the recent case of *Re Republic of Bolivia Exploration Syndicate* (1914, 1 Ch. 139), Mr. Justice Astbury went so far as to express doubts whether the privilege can be waived at all by a minister, at any rate without the permission of his own Government. I do not propose to examine whether these doubts are well founded, but as Mr. Dicey points out in a note on p. 199 of the second edition of his *Conflict of Laws*, authority to confirm them is not wanting. On this occasion,



however, I shall assume that the privilege was effectually waived down to the date of the order now sought to be enforced, and I do this the more readily because this action is in its nature an action primarily to recover property in the hands of the defendant in a fiduciary character as trustee for the intestate's next-of-kin, and property therefore to which the shelter of his ex-territorial privilege would not extend (see *Phillimore's International Law*, 2nd ed., p. 217). This, then, brings me to the question whether an ambassador submitting to the jurisdiction down to judgment, when judgment has been pronounced, or an order working out the judgment has been made, determining his liability to pay, can then assert his immunity from process by way of execution, and set up the statute of Anne as an answer to an application for leave to issue execution. Mr. Justice Astbury, in the case I have last referred to, is of opinion that he can. There is therefore a consensus of opinion among text writers concurred in by Mr. Justice Astbury that any writ of execution directed against personal property is null and void under the statute, and that it is immaterial that the ambassador has up to that point in the action submitted to the jurisdiction or even invoked it. Here I have to deal with a case in which there has been a submission to the jurisdiction for all purposes short of execution; and although the facts disclosed in the proceedings establish an unfortunate inability on the part of defendant to discriminate between *meum* and *tuum*, and would therefore compel me to make the order asked for if I thought it would be effective, yet in view of the unanimous interpretation put upon the statement of the Chief Justice by those who are experts in this difficult branch of the law, and by my brother Astbury, and not overlooking the great practical difficulties which would present themselves to the officers charged with executing any writ in deciding what could and what could not be seized thereunder, I think that the proper course is to make no order on the summons except that it do stand over generally with liberty to restore in the event of the defendant's ceasing to hold an office to which the immunity he asserts is attached.—COUNSEL, *Maugham, K.C.*, and *Beebee, Clayton, K.C.*, and *Greenland*. SOLICITORS, *Darley, Cumberland, & Co.*; *Nelson, Son, & Pews*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**Re ALSTON. SINCLAIR v. WILLES.** Sargent, J. 24th May.

LUNATIC—REALTY—SALE—TRANSFER INTO ACCOUNT IN SECOND LUNACY—NATURE OF PROPERTY TRANSFERRED—REALTY OR PERSONALTY—LUNACY ACT, 1890 (53 & 54 VICT. c. 5), s. 123.

Where a fund represents the proceeds of sale of real estate in lunacy, and the fund is transferred into another lunacy, the nature of the property is not changed, and it still remains realty.

*Re Wharton* (5 D. M. & G. 33) applied.

A lunatic cannot alter the nature of his interest in property, nor is it the practice of the Court to do so.

Attorney-General v. Marquis of Aylesbury (12 A. C. 672) followed.

The order for transfer from one lunacy to another has no effect on the rights of the persons claiming under the lunatics.

*Re Freer* (22 Ch. D. 627) followed.

This was an originating summons to determine the question whether certain property was to devolve as realty or personally. The facts of the case were as follows:—A fund representing the proceeds of sale of realty, which had been devised in fee to J. H. Alston, and had been sold in 1898 in the lunacy of the said J. H. Alston, under the provisions of the Lunacy Act, 1890, the purchase money having been paid into court to the credit of an account "Re J. H. Alston, a person of unsound mind—proceeds of real estate," was, on the death of J. H. Alston, in 1904, transferred into the account in lunacy of his brother, another person of unsound mind, W. C. O. Alston, to the credit of an account called "Re W. C. O. Alston, a person of unsound mind." Both the brothers were bachelors, and died intestate. Co-heirs of the elder brother, through his sister, claimed the fund, and the next of kin of W. C. O. Alston also claimed the fund.

SARGENT, J., after stating the facts, said: The question in this case depends upon the provisions of the Lunacy Acts, 1890, and particularly upon the terms of section 123 (1) thereof. The case is covered by *Re Wharton* (5 D. M. & G. 33), where in almost precisely similar circumstances it was held that the heir at law of a second lunatic, who was himself the heir at law of the original lunatic, was entitled to the proceeds of the sale of land of the original lunatic sold under legislation not materially different from the Act of 1890. The only distinction between the two cases is that in the case of *Re Wharton* (ubi supra) the proceeds of sale had not been transferred from the account of the original lunacy to that of the second lunacy. In my judgment, a step of this kind makes no difference. The original lunacy, of course, came to an end at the death of J. H. Alston, and the order to transfer, which was subsequently made in the present case, was merely consequential on that death. So far as the second lunacy is concerned, the lunatic could not alter the nature of his interest in the property, nor would it be the practice of the Court to do so: see *Ashby v. Palmer* (1 Mer. 296, 307); *Re Ryder* (20 Ch. D. 514); *Attorney-General v. Marquis of Aylesbury* (12 A. C. 672). The order for the transfer of the fund from the original lunacy to the second lunacy is a purely administrative act, having no effect on the rights of the lunatics or those claiming under them: see *Re Barker* (17 Ch. D. 240); *Re Freer* (22 Ch. D. 627). Dealing, then, with the stock as being of the same nature as the land sold, the first lunatic takes as a purchaser and the second by descent. Accordingly, on the death of the second

lunatic the descent has to be traced from the first lunatic, and the persons entitled are two co-heirs claiming through his two deceased sisters. The co-heirs, therefore, take equally between them the principal sum and any dividends since the death, including an apportioned amount of the dividend for the period current at the death. The dividends before the death, and an apportioned amount of the dividend for the period current at the death, go to the next of kin of the second lunatic, W. C. O. Alston.—COUNSEL, *Upjohn, K.C.*, and *Sheldon, Maugham, K.C.*, and *Whinney; Manning; C. W. Turner*. SOLICITORS, *Stileman & Neate; Markby, Stewart, & Co.; Walter J. Payne; Johnson, Raymond Barker, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

**HOLLIDAY v. LOCKWOOD.** Astbury, J. 1st May.

VENDOR AND PURCHASER—PURCHASE OF TWO LOTS—INNOCENT MISREPRESENTATION BY AUCTIONEER—RIGHT OF PURCHASER TO RESCIND AS TO BOTH.

In an auction sale of land lot 2 consisted of 92 acres and a farmstead, and lot 3, which adjoined lot 2, consisted of 191 acres and a farm. A purchaser desiring to combine farming and shooting discussed the properties with the auctioneer, who stated that it would be expedient for the purchaser of lot 3 to acquire lot 2, and also made a substantial though quite innocent misrepresentation as to the number of birds killed on lot 3. The purchaser, relying on the representation, bought both lots under separate contracts, and, subsequently discovering the misrepresentation, repudiated both contracts. The vendors admitted the misrepresentation as to lot 3, and returned the deposit on that lot, but contended that lot 2 was a separate contract unaffected by the misrepresentation.

Held, that there was not sufficient legal interdependence and complication to entitle the purchaser to rescission of his contract to buy lot 2 within the decision in *Casamajor v. Strode* (1834, 2 My. & K. 706), but specific performance of that contract could not be granted.

*Dykes v. Blake* (1838, 4 Bing. N. C. 463) distinguished.

This was an action for rescission of contract, and there was a counterclaim for specific performance. Three lots were put up for sale at an auction. Lot 2 was described as a freehold farm with residence, &c., comprising 92 acres, and lot 3, which adjoined thereto, was described as a freehold sporting estate, &c., which comprised 191 acres. The plaintiff saw the advertisement. He wished to combine farming and shooting. He accordingly interviewed the auctioneer in the sale room half an hour before the sale. In conversation about lot 3 the auctioneer told him one hundred head of grouse had been shot on that lot last season, which he said was an average bag. He also produced a plan, and pointed out that as lot 2, on which birds were also shot, was contiguous to and jutted into lot 3, it would be advantageous to the purchaser of lot 3 to acquire lot 2. The plaintiff, relying on these statements, without mentioning his intention to the auctioneer, resolved to acquire both the lots and use the residence on lot 2 for his gamekeeper and the other for a shooting box for himself. He accordingly bid for each lot, signed two purchase contracts, and paid two deposits. The plaintiff almost immediately afterwards discovered that the auctioneer had made an innocent mistake as to the bag, which was in fact shot on adjoining property of the defendant as well. It was a considerable mistake. The plaintiff, who had only bought lot 2 as an adjunct to lot 3, immediately repudiated both contracts. The defendant admitted innocent misrepresentation as to lot 3, and returned the deposit as to that lot, but refused to return the deposit of lot 2, on the ground that it was bought by a separate contract and was not affected by the misrepresentation. Then the plaintiff started this action for rescission of the contract as to lot 2, and the defendant counterclaimed for specific performance or damages. Counsel for the plaintiff referred to Lord Brougham's dicta in *Casamajor v. Strode* (1834, 2 My. & K. 706), and to the remarks of Tindal, C.J., in *Dykes v. Blake* (1838, 4 Bing. N. C. 463), as explained in Sugden's Vendors and Purchasers, 14th ed., at p. 320, and submitted that the two lots were so complicated together as to enable the plaintiff to rescind the contract for lot 2 as well as for lot 3, and that in any event the plaintiff could resist an action for specific performance. Counsel for the defendant referred to Fry on Specific Performance, 5th ed., p. 404, and Farrer on Conditions of Sale, 2nd ed., pp. 283-285, and he submitted that there was no legal complication; that the contracts were separate, and that the plaintiff was not entitled to rescind and could not resist specific performance.

ASTBURY, J., after stating the facts, said: The mere fact that two lots are contiguous or that a particular purchaser in his own mind resolved to purchase both because he thought it convenient to occupy them together, is not sufficient to complicate them within *Casamajor v. Strode* (1834, 2 My. & K. 706). The complication must be proved to have been known and assented to by both parties, so that the Court could infer that both parties intended to treat the two contracts as interdependent. The real ground of the decision in *Dykes v. Blake* (1838, 4 Bing. N. C. 463) is as stated in Fry on Specific Performance, 5th ed., at p. 404, that the parties had converted two contracts into one by entering into one contract at one aggregate price. It does not turn on the purchaser's presumed intention, as stated in Sugden on Vendors and Purchasers, 14th ed., at p. 320. This is merely subsidiary to the main ground, and it is not a separate ground of the decision. In the present case there is nothing in the advertisements or in the particulars to complicate the lots. The mere fact that they are contiguous and that lot 2 juts into lot 3 does not complicate them. It was

contended that, by saying that the purchaser of lot 3 ought to acquire lot 2, the auctioneer, as the vendor's agent, recognized the complication. This is not sufficient. It was a mere expression of the auctioneer's opinion, and it is not sufficient to enable the plaintiff to say that in the knowledge of both parties the enjoyment of either lot depended on the enjoyment of the other. It is perfectly clear that the shooting on lot 3 could have been enjoyed by an ordinary purchaser without acquiring lot 2, and the farming on lot 2 could have been enjoyed without acquiring lot 3. The particular purchaser in this case, the plaintiff, is largely influenced to buy lot 2 because he wants both a farming and a shooting estate. There is not sufficient interdependence and complication to entitle the plaintiff to rescission. The plaintiff has, however, been induced to bid for both lots by the auctioneer's innocent misrepresentation as to lot 3, apart from which it is not at all clear that he would have bid for either, and it would not be right to decree specific performance; and as there is no evidence that the defendant has suffered any damage, the action and counterclaim will be dismissed without costs.—COUNSEL, *The Hon. Frank Russell, K.C., and Owen Thompson; Micklem, K.C., and W. A. Peck.* SOLICITORS, *Rowle, Johnston, & Co., for Ramsden, Sykes, & Ramsden, Huddersfield; Hiffe, Henley, & Sweet, for Laycock, Dyson, & Laycock, Huddersfield.*

[Reported by L. M. Mox, Barrister-at-Law.]

## King's Bench Division.

**LANZA v. WIENER.** Div. Court. 22nd May.

**ARBITRATION—SECURITY FOR COSTS—POWER OF ARBITRATOR TO ORDER—ARBITRATION ACT, 1889 (52 & 53 VICT., c. 49), s. 2, FIRST SCHEDULE, PAR. (F).**

*Unless there is an agreement in the submission to arbitration to the effect that the arbitrator may order the parties to give security for the costs, the arbitrator has no power to make such an order, as it is not given him by the Arbitration Act, 1889, s. 2, First Schedule, from which he derives all the powers he possesses.*

Case stated by an arbitrator under section 19 of the Arbitration Act, 1889. The question in this case was whether an arbitrator has power to order a party to an arbitration to give security for costs. The parties had agreed to refer to arbitration certain disputes arising out of a contract of sale. The agreement contained clauses to the effect that the parties would deliver written points of claim and defence, exchange full list of documents, &c., and that the arbitrator should have general authority to request from either party such written statements and explanations, or other information, evidence, and materials, as he might deem expedient for determining the matters in dispute. An application was made to the arbitrator by the seller that the buyers should give security for the costs and expenses the seller would be put to in defending the buyers' claim against him, the buyers being an Italian company with no assets in the jurisdiction of the English Courts. The arbitrator stated the case for the opinion of the Court as to whether he had power to make such an order.

READING, C.J.—The arbitrator doubted whether he had power to make this order. He was right; there is no such power, except by express agreement between the parties, and there was no such agreement in this case. Whatever power he has is determined by section 2 of the Arbitration Act, 1889, which embodies in every submission, unless a contrary intention is expressed, the First Schedule of the Act. Paragraph (f) provides that "the parties to the reference shall, subject to any legal objection, submit to be examined by the arbitrators or umpire . . . in relation to the matters in dispute, produce before the arbitrators or umpire all books, deeds . . . which may be required or called for; and do all other things which during the proceedings on the reference the arbitrators or umpire may require." Counsel in alleging the power of the arbitrator to make this order cited *Crichton v. Law Car and General Insurance Corporation* (1910, 2 K. B. 738), and quoted the words of Scrutton, L.J., p. 745, for the purpose of urging that the arbitrator has in these matters of pleading, and making orders, the same powers as the Judge of the High Court. But the expressions quoted do not go to anything like the extent claimed for them. The words of paragraph (f) of the schedule upon which most reliance was placed, "and do all other things which during the proceedings on the reference the arbitrator may require," are words of general import giving the arbitrator power to do what may be required for the purpose of ascertaining the facts or the law, so that he may decide the dispute. They cannot be intended to give him all the powers of a Judge of the High Court.

RIDLEY and AVORY, JJ., concurred.—COUNSEL, *Greer, K.C., and Caradoc Rees*, for the claimant; *R. A. Wright*, for the respondent. SOLICITORS, *Parker, Garrett & Co.; Hyman Isaacs, Lewis & Mills.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

**BAILEY v. SAUNDERS.** Div. Court. 17th May.

**LIQUOR CONTROL REGULATIONS—CLUB—PROHIBITED HOURS—SUPPLY TO MEMBERS—NO ACTUAL DELIVERY.**

The steward of a club, which, under the Central Control Board (Liquor Traffic) Regulations, was prohibited from supplying its members with liquor during Sunday, intending to supply one of the members, drew a mug of beer, but it was seized by a constable whilst it was in his hand. On appeal from conviction,

Held, that, there being no evidence of the supply of beer to the member, the conviction must be quashed.

Appeal from a conviction by justices. The defendant was the steward of a club in an area where, by an Order of the Central Control Board (Liquor Traffic), made in April, 1916, the supply of liquor on Sunday was prohibited in any club. The appellant, intending to supply one of the members with beer, obtained it from the cellar in a mug, and was about to deliver it to the member, when a constable took the mug out of the appellant's possession, and put the contents into a bottle so that the member for whom it was drawn never obtained it. The justices, on an information against the appellant for supplying the beer to the member, contrary to the order of the Board of Control, held that there had been a supplying of the beer to the member, and convicted the appellant.

READING, C.J., said that if the appellant had been charged with, and convicted of, the offence of attempting to supply intoxicating liquor on the Sunday there could, without doubt, have been a conviction for that offence against the regulations in question. But, in consequence of the action of the constable, the beer never actually reached the member whom the defendant was charged with supplying. It seemed plain that the member was never placed in possession of the beer. It was not necessary that the member should have actually had the mug with the beer placed in his hands. He would have been supplied with the beer if it had been placed on the table, or deposited somewhere, for him, or handed to him, or if someone had taken the vessel on his behalf to hand over to him. But it was not possible to hold that the member was supplied with the beer when it was never put into his possession for consuming it. The fact that the appellant intended to commit the offence was not sufficient for this purpose, as that was not the offence with which he was charged, or of which he was convicted. If there had been any evidence of the offence of actually supplying the beer to the member, it would not have been for that Court to differ, even if they did not come to the same conclusion; but as there was no evidence of supplying the liquor at all, the justices were wrong, and the conviction must be quashed.

RIDLEY and AVORY, JJ., agreed.—COUNSEL, *Hon. M. M. Macnaghten*, for the appellant; *St. J. G. Micklethwait*, for the respondent. SOLICITORS, *Bridges, Sawtell, & Co., for D. Gibson Harris, Ebbw Vale; Taylor, Rowley, & Co., for F. Lyndon Cooper, Newport, Mon.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

## New Orders, &c.

**Colonial Stock Act, 1900 (63 & 64 VICT. c. 62).**

**ADDITION TO LIST UNDER SECTION 2.**

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the under-mentioned Stock, registered or inscribed in the United Kingdom:—

New South Wales Government 5½ per cent. Inscribed Stock, 1922-27.

The restrictions mentioned in Section 2, sub-section 2, of the Trustee Act, 1893, apply to the above Stock (see Colonial Stock Act, 1900, Section 2).

## War Orders and Proclamations, &c.

The *London Gazette* of 1st June contains the following:—

1. A Notice, dated 30th May, that appointments have been made to the Appeal Tribunals under the Military Service Acts as follows:—County of Carmarthen (2).

2. A Board of Trade Order, dated 30th May (printed below), requiring returns to be made of Tobacco.

3. A Board of Trade Order, dated 30th May (printed below), controlling the disposal of Tobacco, with Instructions issued under the Order.

4. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring three more businesses to be wound up, bringing the total to 454.

5. A Board of Trade Order, dated 31st May (printed below), restricting the disposal of barges.

6. An Order of the Central Control Board (Liquor Traffic), dated 30th May, extending the parts of the Western Border Area affected by the Order of 11th November, 1915, prohibiting Sunday sales in certain parts of the area.

The *London Gazette* of 5th June, contains the following:—

7. An Appointment, dated 2nd June (printed below) of a new Paper Commission.

8. A General Licence, dated 2nd June (printed below), for payment to persons of British or Allied nationality in occupied territory, in manner specified.

9. A Ministry of Munitions Order, dated 5th June (printed below), extending the meaning of "War Material."

10. A Ministry of Munitions Order, dated 5th June (printed below), requiring returns of Artificial Human Eyes.

11. An Admiralty Order, dated 31st May (printed below), requiring vessels in certain areas to be equipped with protective gear against risks from mines.

We also print below the following Food Licence and Orders:—

12. General Licence, dated 23rd May, under the Bread Order, 1917.

13. The Oats and Maize Products (Retail Prices) Order, No. 2, 1917, dated 23rd May.

14. The Cheese (Requisition) Order, 1917, dated 29th May.

15. The Beans, Peas and Pulse (Retail Prices) Order, 1917.

## Tobacco (Stocks in Bond) Order, 1917.

Board of Trade,  
30th May, 1917.

Whereas, under Regulation 2a of the Defence of the Realm (Consolidation) Regulations, 1914 (which was inserted in those Regulations by Order in Council dated the tenth day of January, nineteen hundred and seventeen, and is, as applicable to this Order, set out at the foot of this Order), the Food Controller, if he is of opinion that it is necessary or expedient to do so for the purpose of his powers or duties, may apply the provisions of that regulation to any article:

And whereas under Regulation 2a (1) the Board of Trade have the like powers as are given to the Food Controller under Articles 2a to 2c inclusive as respects any article of commerce to which the powers of the Food Controller under those regulations do not extend, where it appears to the Board necessary or expedient to exercise any of those powers for the purpose of encouraging or maintaining the supply of any such article which is required by the public or by any section of the public, and those regulations shall apply accordingly:

Now, therefore, the Board of Trade, &c., hereby order as follows:—

1. *Application of Regulation 2a to Tobacco.*—For the purpose of obtaining the information required under this Order, Regulation 2a of the Defence of the Realm (Consolidation) Regulations, 1914, is hereby applied to Tobacco, which expression in this Order includes manufactured and unmanufactured tobacco, cigars, cigarettes and snuff.

2. *Liability to Make Return.*—Every person owning, or having power to sell or dispose of, any tobacco held in a Customs or Excise Warehouse in the United Kingdom on 31st May, 1917, shall make a return to the Board of Trade specifying with respect thereto, and with respect to the other matters set out in the form contained in this Order, the particulars required by that form.

3. *Time within which Return is to be Made.*—The time within which the return is to be made shall be the period ending the ninth day of June, nineteen hundred and seventeen.

4. *Form of Return.*

5. *Short Title.*—This Order may be cited as the Tobacco (Stocks in Bond) Order, 1917.

Signed on behalf of the Board of Trade this twenty-ninth day of May, 1917.

H. LLEWELLYN SMITH, Secretary.

## The Tobacco Restriction Order (No. 1), 1917.

[Recitals.]

Now, therefore, the Board of Trade, &c.

1. *Restriction on Disposal of Tobacco.*—All persons owning or having power to sell or dispose of any tobacco, manufactured or unmanufactured, which is, on or after the date of this Order, at ship's side or in any warehouse, shall place the tobacco at the disposal of the Board of Trade, and shall deliver the tobacco to the Board or to any person named by them, or by some person deputed by them for the purpose in such quantities and at such times as the Board or such person may require, and shall not, except with the consent of, and subject to any such conditions as may be imposed by or under the authority of the Board, take or allow to be taken any steps for the delivery of the tobacco or any part thereof from ship's side or from the warehouse, and a person shall not except with such consent and subject to such conditions as aforesaid take delivery of any such tobacco.

In this provision the expression "warehouse" means a Customs warehouse or an Excise warehouse.

2. *Board of Trade Directions to be Complied With.*—All importers, manufacturers and dealers in tobacco shall comply with any general or special directions which may be given by the Board of Trade or by some person deputed by them for the purpose as to the manner or quantities in which tobacco is to be sold or disposed of by them to their customers.

3. *Maximum Prices.*—On and after the first day of June, nineteen hundred and seventeen, a person shall not, without the consent of the Board of Trade, sell or offer for sale, whether wholesale or by retail, any tobacco, manufactured or unmanufactured, at a price exceeding by more than such amount as the Board of Trade may from time to time allow the price at which tobacco of the same description and in similar quantities and under like conditions affecting the sale or offer was sold or offered for sale by that person on the first day of May, nineteen hundred and seventeen.

4. *Definition.*—In this Order the expression "tobacco" includes cigars, cigarettes, cigarillos, and snuff.

5. *Offences.*—Infringements of this Order are summary offences subject to penalties under the Defence of the Realm Regulations.

6. *Title.*—This Order may be cited as the Tobacco Restriction Order (No. 1), 1917.

30th May.

H. LLEWELLYN SMITH.

## The Tobacco Restriction Order (No. 1), 1917.

Instructions of the Board of Trade in pursuance of the above Order.

1. *Restrictions on Delivery.*—The Board of Trade hereby authorise the delivery of Tobacco on and after 1st June and until further notice, subject to the following conditions:—

(a) Any person may deliver in each calendar month one-twelfth of his total deliveries during the calendar year nineteen hundred and sixteen, and no more, except that any deficiency in the amount so delivered in any month may be made up in the following month.

(b) Any person may take delivery in each calendar month of one-twelfth of the total amount delivered to him during the calendar year nineteen hundred and sixteen, and no more, except that any deficiency in the amount of which delivery is taken in any month may be made up in the following month.

(c) Any person delivering Tobacco shall keep a record in a form prescribed by the Board of Trade of the quantities of tobacco delivered, giving the name and address of the person or firm to whom delivery was made, and shall furnish to the Board a return of such deliveries in such manner and at such times as may be prescribed by the Board.

2. *Sales to Retail Dealers.*—Tobacco sold by manufacturers, importers and wholesale dealers shall as nearly as possible be of the same description and be sold in similar quantities and under like conditions and to the same customers as in the year nineteen hundred and sixteen.

H. LLEWELLYN SMITH.

30th May.

## Disposal of Canal Barges and Plant Order.

In exercise of the powers conferred upon them by Regulation 9 n (5) of the Defence of the Realm Regulations and of all other powers enabling them in that behalf, the Board of Trade hereby order as follows:—

1. *Restriction on Disposal of Barges.*—No person, not being an owner of a canal of which the Board of Trade have taken possession, shall dispose of any barges used on any such canal or of any machinery or plant used in connection with the loading or unloading of any such barges without the consent of the Canal Control Committee.

2. *Offences.*—Any person acting in contravention of, or failing to comply with, any provision of this Order, is guilty of a summary offence against the Defence of the Realm Regulations.

3. *Title and Commencement.*—(1) This Order may be cited as the Disposal of Canal Barges and Plant Order, 1917.

(2) This Order shall come into force on the first day of June, 1917.

A. H. STANLEY,

President of the Board of Trade.

31st May, 1917.

## New Royal Commission on Paper.

Whereas by Our Proclamation of the 30th March, 1917, the importation of paper and cardboard (including strawboard, pasteboard, millboard and wood pulpboard) and manufactures of paper and cardboard, as also materials for the manufacture of paper (including woodpulp, esparto grass, and linen and cotton rags), other than such goods as are imported under Licence given by or on behalf of the Board of Trade, is prohibited:

And whereas We have deemed it expedient that the terms of reference of the Royal Commission on Paper should be extended, and that a new Commission should issue for this purpose:

Now know ye that We have revoked and determined, and do by these Presents revoke and determine the Royal Warrant of the Fifteenth day of February One thousand nine hundred and sixteen, constituting the said Commission, and every matter and thing therein contained.

And We do by these Presents authorize and appoint the said Sir Henry Birchenough (Chairman); Sir Albert Spicer; Sir Walter Richard Nugent; Sir Frederick Macmillan; Sir Rowland Bailey; George Brown; Walter Howard Hazell; John Jeremiah; Ernest Parke; Albert Reed; and Lewis Evans to be Our Commissioners for the grant of licences for the purpose aforesaid, and to arrange for the importation of the quantity or the proportion of paper and cardboard (including strawboard, pasteboard, millboard and wood pulpboard) and manufactures of paper and cardboard, as also materials for the manufacture of paper (including woodpulp, esparto grass, and linen and cotton rags) which may have been directed by the Board of Trade, and also to regulate in accordance with Orders made under the Defence of the Realm Regulations the distribution and use of paper and cardboard, manufactures of paper and cardboard, and materials for the manufacture of paper, whether imported from abroad or produced in the United Kingdom.

[Powers of the Commission.]

2nd June.



## Payments to Persons in Occupied Territory.

### GENERAL LICENCE.

Whereas by Proclamation dated the 9th day of September, 1914, called the Trading with the Enemy Proclamation No. 2, certain prohibitions as therein more specifically set forth were imposed upon all persons therein referred to:

And whereas by Proclamation dated the 8th day of October, 1914, the Trading with the Enemy Proclamation No. 2 was amended as therein more specifically set forth:

And whereas by Proclamation dated the 7th day of January, 1915, the Trading with the Enemy Proclamation No. 2, as amended by the last-recited Proclamation, was amended as therein more specifically appears:

And whereas by Proclamation dated the 16th day of February, 1915, it was recited that certain territory forming part of Our territory or of that of an Allied or Neutral State is or may be in the effective military occupation of an Enemy, and it was provided that the Proclamations for the time being in force relating to Trading with the Enemy shall apply to territory in hostile occupation as they apply to an Enemy country:

And whereas by Section (4) of the last mentioned Proclamation it is further provided that nothing in the said Proclamation shall be taken to prohibit anything which may be expressly permitted by Our Licence or by a Licence given on Our behalf by a Secretary of State or the Board of Trade or the Lords Commissioners of Our Treasury, whether such Licences be specially granted to individuals or be announced as applying to classes of persons, or to prohibit any special arrangements which may be made by any such Licence or otherwise with Our Authority for special treatment of any occupied territory or persons in any such occupied territory entitled to such special treatment:

And whereas by Proclamation dated the 14th day of September, 1915, it was provided as follows:

For the purposes of the Proclamations for the time being in force relating to Trading with the Enemy, the expression "Enemy," notwithstanding anything in the said Proclamations, is hereby declared to include, and to have included, any incorporated company or body of persons (wherever incorporated) carrying on business in an Enemy country or in any territory for the time being in hostile occupation.

And whereas certain portions of the territories of Our Allies are in hostile occupation, and under the foregoing provisions the Trading with the Enemy Proclamations apply, and it is desirable that the Licence hereinafter referred to should be granted:

Now, therefore, the Board of Trade, acting in pursuance of the powers hereby referred to and of every other power them hereunto enabling, do on behalf of His Majesty grant Licence to all persons or bodies of persons resident, carrying on business, or being in the United Kingdom to pay any moneys owing by them to persons or bodies of persons being persons or bodies of persons of British or Allied nationality resident or carrying on business in territory belonging to Our Allies in hostile occupation not being persons or bodies of persons resident or carrying on business in enemy territory provided that payment is made into a special account in the name of the creditor at a bank in the United Kingdom which bank has given an undertaking that so long as the hostile occupation of the territory in which the creditor resides or carries on business continues no money will be allowed to be withdrawn from such special account except under Licence given on behalf of His Majesty's Government and no charge on the account will be allowed or recognised without such Licence.

Dated this 2nd day of June, 1917.

H. LLEWELLYN SMITH,

Secretary to the Board of Trade.

## War Material.

### ORDER.

Ministry of Munitions.

5th June, 1917.

In pursuance of the powers conferred upon him by Regulation 30A of the Defence of the Realm Regulations, the Minister of Munitions hereby orders that the war material to which that Regulation applies shall include war material of the following classes and descriptions, namely:—

All machinery driven by power and suitable for use in cutting, working, or operating on wood, including:—

- Sawing machines of all descriptions.
- General Joiners.
- Mortise, Tenon and Boring machines.
- Lathes and Rounding machines.
- Box and Cask making machines and all machines accessory thereto.
- Scraping and Sandpapering machines.
- Wheelwright machinery.
- Firewood making and bundling machinery.
- Wood Woolfibre and pulp machinery.

IT'S WAR-TIME, BUT—DON'T FORGET

THE MIDDLESEX HOSPITAL.

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET

Saw sharpening and setting machines.  
Saw Stretchers and Brazing apparatus.  
All machines for grinding Planing or Moulding Irons.

### NOTICE.

All applications for a permit to purchase or enter into negotiations for the purchase of the war material referred to in the above Order should be made to the Executive Officers of the Area Clearing House Boards, whose addresses may be obtained upon application to "The Director, Central Clearing House, Ministry of Munitions, Charing Cross Buildings, S.W. 2."

All applications for a permit to sell or enter into negotiations for the sale of the war material referred to in the above Order should be made to "The Director" of Wood Working Machinery, Charing Cross Buildings, S.W. 2.

## Artificial Eyes.

### ORDER.

Ministry of Munitions.

5th June, 1917.

The Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations, the Munitions of War Acts, 1915 and 1916, and all other powers thereunto enabling him, hereby orders that all persons engaged in the manufacture, purchase, sale or other dealings in artificial human eyes, shall, within seven days from the date hereof, send in to the Director of Optical Munitions and Glassware Supply, 117, Piccadilly, W. 1, returns containing particulars of the number, type and material of all artificial human eyes in their possession or under their control.

## Use of Mine Protection Gear in Certain Waters.

### ADMIRALTY ORDER.

In exercise of the powers conferred upon them by Regulation 37 of the Defence of the Realm Regulations and all other powers thereunto enabling them, the Lords Commissioners of the Admiralty make the following Regulation with a view to protecting vessels navigating within certain areas from the risk of damage by mine:—

No British vessel equipped as directed by the Admiralty or Shipping Controller with the "Otter" protective gear shall, while navigating within the 60-fathom line off the United Kingdom or in any waters less than 60 fathoms deep where mines have been reported or may with reasonable probability be encountered, or in less than 80 fathoms in the Mediterranean Sea, neglect to have such protective gear properly adjusted and actually running outboard and adequately manned to secure the efficient working of the apparatus; and the Master or other person in command or charge of any British vessel who neglects to see that such apparatus is so adjusted, running, manned and worked shall be guilty of an offence against the Defence of the Realm Regulations.

Given under our hands this 31st day of May, 1917.

Cecil Burney.

H. H. D. TOTHILL.

## Food Orders.

### Bread Order, 1917.

#### GENERAL LICENCE.

The Food Controller hereby authorizes all persons concerned to sell and expose for sale—

- (a) loaves of bread in the shape of Pan Coburg loaves and twin sister brick loaves; and
- (b) rolls of bread weighing not less than one ounce and not more than two ounces,

provided that the provisions of the Bread Order, 1917, are in all other respects complied with.

DEVONPORT, Food Controller.

23rd May.

## The Oat and Maize Products (Retail Prices)

### Order, No. 2, 1917.

In exercise, &c., the Food Controller hereby orders as follows:—

1. On and after the 18th June, 1917, the maximum price mentioned in Clause 1 (a) of the Oat and Maize Products (Retail Prices) Order, 1917 [ante, p. 496] (hereinafter called the Principal Order) for maize flour, maize flakes, maize semolina, hominy, cereatine or maize meal shall be 3d. per lb. in the United Kingdom and the maximum price mentioned in Clause 1 (b) of the Principal Order for oatmeal, rolled oats, flaked oats or other like products of oats shall be 4d. per lb. in Scotland and 5d. per lb. elsewhere in the United Kingdom, and the Principal Order shall take effect accordingly.

2. This Order may be cited as the Oat and Maize Products (Retail Prices) Order, No. 2, 1917.

DEVONPORT, Food Controller.

23rd May.

### The Cheese (Requisition) Order, 1917.

In exercise, &c., the Food Controller hereby orders as follows :

1. *Requisitioning of American and Colonial Cheese.*—All cheese which shall after the date of this Order arrive in the United Kingdom from the United States of America, the Dominion of Canada, the Commonwealth of Australia, or the Dominion of New Zealand shall be placed and held at the disposal of the Food Controller.

2. *Prices Offered.*—The cheese is taken over by the Food Controller from the original consignees, and the Food Controller will subsequently communicate to them the prices which he will be prepared to pay for the same.

3. *Cancellation of Contracts.*—Except as otherwise determined by the Food Controller in any particular case, all contracts for sale of any such cheese made by the original consignees or any persons claiming under them are cancelled and sellers and/or buyers are to stand released from all liability as to brokerage.

4. *Appointment of Arbitrator.*—The arbitrator to determine in default of agreement the compensation for stocks requisitioned under the Order shall be appointed by the Lord Chief Justice of England.

5. *Furnishing of Particulars.*—Original consignees of cheese are required to furnish to the Board of Trade, Whitehall Gardens, S.W. 1, on or before the 9th June, 1917, full particulars of all engagements for cheese taken over whether bought, consigned, or agreed to be bought or consigned, date of shipment, invoice price and such other particulars as may from time to time be required.

6. *Exception.*—This Order shall not apply to cheese agreed to be bought by the Board of Trade.

7. *Title.*—This Order may be cited as the Cheese (Requisition) Order, 1917.

DEVONPORT, Food Controller.

29th May.

### The Beans, Peas and Pulse (Retail Prices) Order, 1917.

In exercise, &c., the Food Controller hereby orders as follows :—

1. *Maximum prices for beans, peas and pulse.*—Except under the authority of the Food Controller no person shall sell or buy or offer to sell or buy by retail any beans, peas or pulse of the descriptions mentioned in the Schedule at prices exceeding the prices applicable as therein specified.

2. *Packages.*—The maximum price shall include all charges for bags and other packages and no additional charge may be made therefor.

3. *Method of sale and use.*—All such peas, beans and pulse shall be sold by weight only, and shall be used only for human consumption.

4. *Fictitious transactions.*—No person shall in connection with a sale or proposed sale of any article to which this Order applies enter or offer to enter into any fictitious or unreasonable transaction or make or propose to make any unreasonable charge.

5. *Penalty.*—If any person acts in contravention of this Order or aids or abets any other person in doing anything in contravention of this Order, that person is guilty of a summary offence against the Defence of the Realm Regulations, and if such person is a company every director and officer of the company is also guilty of a summary offence against those regulations unless he proves that the contravention took place without his knowledge or consent.

6. *Title of Order.*—This Order may be cited as the Beans, Peas and Pulse (Retail Prices) Order, 1917.

DEVONPORT, Food Controller.

29th May.

The Local Government Board by arrangement with the Food Controller hereby determine that the provisions of the Local Authorities (Food Control) Order (No. 1), 1917, shall apply to the above Order of the Food Controller as if that Order were mentioned in column 1 and the whole of that Order were mentioned in column 2 of the Schedule to the Local Authorities (Food Control) Order (No. 1), 1917.

Dated this first day of June, 1917.

F. J. WILLIS, Assistant Secretary.

#### SCHEDULE.

	Until June 30, 1917.	During July, 1917.	On and after Aug., 1917.
	per lb.	per lb.	per lb.
Large Butter Beans ...	10d.	9d.	8d.
White Haricot Beans...	8d.	7d.	6d.
Coloured Haricot Beans ...	7½d.	6½d.	5½d.
Blue and Green Peas (whole and split).	9d.	9d.	9d.
Large Manufactured Lentils	8d.	8d.	8d.
Small Manufactured Lentils	7d.	7d.	7d.
Yellow Split Peas ...	6d.	6d.	6d.

## ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720.

FIRE, LIFE, SEA, PLATE GLASS,  
ACCIDENT, BURGLARY, LIVE STOCK,  
EMPLOYERS' LIABILITY, THIRD PARTY,  
MOTOR CAR, LIFT, BOILER,  
FIDELITY GUARANTEES.

SPECIAL TERMS GRANTED TO  
**ANNUITANTS**  
WHEN HEALTH IS IMPAIRED.

The Corporation is prepared to act as **TRUSTEE** and **EXECUTOR**.

Apply for full particulars of all classes of Insurance to the Secretary—

HEAD OFFICE: ROYAL EXCHANGE, LONDON, E.C. 3.

LAW COURTS BRANCH: 29 & 30, HIGH HOLBORN, W.C. 1.

## Societies.

### The Union Society of London.

The society met at the Middle Temple Common Room on Wednesday, 6th June, 1917, at 8 p.m. The subject for debate was: "That all food prices be fixed by the Government." Opener, Mr. Stranger; opposer, Mr. Willson. The motion was carried.

### Society of Public Teachers of Law.

General Smuts, K.C., LL.D., has accepted the invitation of the general committee of the Society of Public Teachers of Law to become an honorary member of the society. The annual meeting of the society will be held on Friday, 6th July.

## Military Service Exemptions.

The question of one man businesses, says the *Times*, came before the County of London Appeal Tribunal (Law Society Section) on Wednesday. The chairman, Mr. A. Richardson, M.P., said the case, which was in regard to an appellant named Smith, came before them some weeks ago. The case went to the Central Tribunal, and statements had been made about it in the Press, which shewed that it was not popularly understood.

The appellant, aged thirty-two, was married, with a wife and child, and he was passed for general service. He was the sole proprietor of a hosier's shop in Holborn, the goodwill of which he brought for £761 five years ago. He applied to the Holborn Tribunal for exemption on the ground that he was entitled to such exemption as owner of a one-man business. Having given three months' exemption, the Tribunal later refused a renewal, and dismissed the application in view of the needs of the Army. The appellant then came before the Law Society and received three months' exemption, the Tribunal deciding that the appellant was unable to get anyone to manage his business, and that, if he were called up, the goodwill would be wholly destroyed. Leave to appeal was given to the Military Representatives, and the Central Tribunal confirmed the decision of the Law Society.

The case was of far-reaching importance, added the chairman. The decision did not alter the law, or give anyone the right to exemption who was not before entitled to it. The only effect would be to remind Tribunals that, however great the pressure brought on them to refuse exemption, applicants were entitled, not as a privilege, or as a matter of discretion, but as a legal right, to receive exemption when they had established to the satisfaction of the Tribunal that serious hardship would ensue owing to exceptional business obligations if they were called up. The Tribunal was not entitled to refuse exemption because the applicant was in such circumstances a young man fit for general service.

## Double Income Tax within the Empire.

The following letter appeared in the *Times* of the 7th inst. :—

Sir,—The Committee stage of the Finance Bill will shortly be taken in the House of Commons, and it is most important that the grave injustice of double income tax should be remedied, or at any rate mitigated pending readjustment after the war. The facts are as follows :—

Under our present system of taxation an individual or company resident in the United Kingdom but owning property in the Dominions or

India is liable for income-tax in the country in which the income is earned, and is then taxed the full amount of the income-tax of the United Kingdom where the income is received. As prior to the war the income-tax in the Dominions and India was small or negligible, no great hardship was involved. Now owing to the war income-tax is levied at a very high rate in this country, and similarly in order to pay for the magnificent Dominion contributions to the war, high taxes are levied on the income earned overseas, notably in Australia, India, and South Africa. The net result is that overseas property owners resident in the United Kingdom are paying a double burden for the same war and the same Army. Parliament recognized this injustice by a rebate of 1s. 6d. on a previous occasion, but now the Australian income-tax, which may be regarded as purely war taxation, reaches 6s. 3d., and when to this is added 5s. income-tax plus supertax in this country, it will be realized how serious is this grievance, especially to private individuals. It is admitted by the Treasury that the injustice exists, but the matter is to wait until a conference is held after the war. In consequence the inevitable has happened, and several great businesses have already moved and others are moving their headquarters to the Dominions and India, in order to avoid taxation which amounts to confiscation.

At a time when the principle of Imperial Preference is admitted by all parties it is monstrous that the House of Commons should indulge in penalization of Imperial industries, and the Imperial Mission submits to the House of Commons that no stress of financial difficulties should permit so gross an inequality to continue.—Yours very truly,

HENRY PAGE CROFT, Chairman of the Imperial Mission.

7, Victoria-street, London, S.W. 1. 6th June.

## Legal News.

### Honours and Appointments.

The honour of knighthood has been conferred upon:—

THOMAS ERSKINE HOLLAND, Esq., K.C., D.C.L., LL.D., formerly Professor of International Law and Diplomacy in the University of Oxford.

E. MARSHALL HALL, Esq., K.C., M.P. for the Southport Division of Lancashire, 1900-06, and for the East Toxteth Division of Liverpool, 1910-16. Mr. Marshall Hall was appointed Recorder of Guildford last year.

D. STEWART SMITH, Esq., K.C., Vice-Chancellor of the Duchy of Lancaster since 1912. His honour gave assistance in 1915 at the Board of Trade, and, in Mr. Runciman's absence in India, took all appeals to Board of Trade in trade-mark cases. He is a member of the governing bodies of Manchester and Liverpool Universities.

Lieutenant (temp. Captain) D. S. GIBBON, Royal Welsh Fusiliers, a member of the firm of Messrs. Ward, Perks, & Terry, 85, Gracechurch-street, E.C. 3, has been awarded the Military Cross. Mr. Gibbon was severely wounded in France some time ago, and has since been slightly wounded on an Eastern front.

Mr. EDWARD WILLIAM MILNER-JONES, Recorder of Carmarthen, has been appointed to be Recorder of Merthyr Tydvil in place of Mr. Albert Parsons, K.C., who has been appointed a county court judge. Mr. Milner-Jones was called in 1881, and practices on the South Wales Circuit.

### General.

\* Mr. John Dawson Mayne, aged 88, of Shinfield Park, Reading, barrister-at-law, formerly Administrator-General of Madras, left unsettled estate of gross value £80,602.

Mr. Frederic John Young, F.C.A. (Turquand, Youngs, & Co.), London, has been elected president, and Mr. Walter Blease, F.C.A. (Blease & Sons), Liverpool and London, vice-president of the Institute of Chartered Accountants.

The Minister of Munitions announces that he has made further orders under the Munitions of War Acts, under which forty-four additional establishments have been declared controlled establishments. The total number of controlled establishments is now 4,942.

On the occasion of a recent application in Mr. Justice Astbury's court, with regard to the administration of a small estate near Bristol, his lordship remarked upon the excessive costs incurred in proportion to the small amount of property which passed at the death. The remarks attracted considerable attention in the Press, and an explanation of the circumstances appeared in the *Times* of 19th April. The matter was again, says the *Times*, before the Court on Wednesday, and his lordship said that he had since received full information on the subject, and he was satisfied that the solicitors (Messrs. Atchleys, of Bristol) had acted very fairly and properly, and that no unnecessary costs had been incurred.

The Judicial Committee of the Privy Council resumed their sittings on Wednesday. The Board was composed of Lord Dunedin, Sir John Edge, Mr. Ameer Ali, and Sir Walter Phillimore. The list of business includes thirty-four appeals—from Australia, 3; Canada, 6; Egypt and the Gold Coast, 1 each; India, 19; and the Prize Courts, 4. There are

six judgments to be delivered. Among the Canadian appeals, says the *Times*, is one in which a railway company was indicted for permitting overcrowding in its carriages. In an Indian appeal there is a claim by the trustees of a Hindu temple to forest lands in which are sacred rocks, which are the objects of worship. Two of the Australian cases relate to the duty payable on the winding-up and transfer of assets of companies. The Egyptian appeal concerns the development of an estate in the Sudan.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EVE.
Monday June 11	Mr. Goldschmidt	Mr. Borrer	Mr. Bloxam	Mr. Jolly
Tuesday .... 12	Leach	Goldschmidt	Borrer	Syngé
Wednesday ... 13	Church	Leach	Goldschmidt	Bloxam
Thursday .... 14	Farmer	Church	Leach	Borrer
Friday .... 15	Jolly	Farmer	Church	Goldschmidt
Saturday .... 16	Syngé	Jolly	Farmer	Leach

  

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday June 11	Mr. Syngé	Mr. Farmer	Mr. Church	Mr. Leach
Tuesday .... 12	Bloxam	Jolly	Farmer	Church
Wednesday ... 13	Borrer	Syngé	Jolly	Farmer
Thursday .... 14	Goldschmidt	Bloxam	Syngé	Jolly
Friday .... 15	Leach	Borrer	Bloxam	Syngé
Saturday .... 16	Church	Goldschmidt	Borrer	Bloxam

### TRINITY SITTINGS, 1917.

#### COURT OF APPEAL.

##### APPEAL COURT I.

On the first day of Trinity Sittings (Tuesday, June 5), Appeal Motions (Ex parte) and Interlocutory and Final Appeals from the Chancery, Probate and Divorce Divisions and Chancery (General List) will be taken in this Court.

##### APPEAL COURT II.

Tuesday, 5th June—Ex parte Applications, Original Motions and Final Appeals from the King's Bench Division.  
Wednesday, 6th June—Final Appeals from the King's Bench Division will be taken and continued until further notice.

##### CHANCERY COURT III.

###### MR. JUSTICE NEVILLE.

The Business in this Court (except when otherwise advertised) will be taken as follows:—

Mondays ..... Sitting in chambers  
Tuesdays ..... Companies Acts and non-wit list  
Wednesdays ..... Far cons and non-wit list  
Thursdays ..... Non-wit list  
Fridays ..... Mot, sht caus, pet, and non-wit list

##### LORD CHANCELLOR'S COURT.

###### MR. JUSTICE EVE.

Mondays ..... Chamber Summonses  
Tuesdays ..... Sht caus, pet, fur con and non-wit list  
Wednesdays ..... Non-wit list

### COURT OF APPEAL.

#### TRINITY SITTINGS, 1917.

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE & DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS

(General List.)

1917.

In re Arbuthnot's Settlement  
Trusts Macleay v Arbuthnot & ors (s o to Michaelmas)

Thursdays ..... Non-wit list  
Lancashire Business will be taken on Thursdays, the 14th and 28th June and the 12th and 26th July  
Fridays ..... Mot and non-wit list

##### CHANCERY COURT I.

###### MR. JUSTICE SARGANT.

Except when other Business is advertised in the Daily Cause List Mr. Justice Sargent will take Actions with Witnesses throughout the Sittings.

##### CHANCERY COURT II.

###### MR. JUSTICE ASTBURY.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

##### CHANCERY COURT IV.

###### MR. JUSTICE YOUNGER.

Mondays ..... Chamber summonses  
Tuesdays ..... Sht caus, pet, fur con and non-wit list  
Applications under Trading with the Enemy Acts will be heard on each Tuesday afternoon  
Wednesdays ..... Non-wit list  
Thursdays ..... Mot and non-wit list  
Fridays ..... Mot and non-wit list

##### CHANCERY COURT V.

###### MR. JUSTICE PETERSON.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

In re Griffiths & Riggs' Lease  
Dame Griffiths & anr v E Riggs (s o until further order)  
Amalgamated Properties of Rhodesia (1913) Id v Globe and Phoenix Gold Mining Co Id (Fixed for June 6)

In re Charteris Charteris v Bidulph & ors

In re Same Same v Same

In re Charteris Charteris v Bidulph

Veithardt & Hall Id v Raylands Bros Id

FROM

In re

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1047

In re

Real

Bank

and

1914



## Chaproniere v Lambert

In the Matter of an Application by the National Cash Register Co for the Registration of a Trade Mark, No. 362,123, and In the Matter of the Trade Marks Act 1905 Same v Same, No. 367,350

Diamant v Johnson & Co (Wholesale Costumiers) ld

In re John Parker, dec White v Stewart & ors

In re William Harrison, dec Wood & ors v Harrison & anr

In re Sir Richard Powell Cooper, Bart., dec Foot & anr v Cooper & ors

Gateshead Guardians v The Durham County Council

South Manchurian Syndicate ld v Bush

In re Trusts of the Will of Robert Ratcliffe, dec Bowley v Bowley

## FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1917.

Thomas Hamilton Tedlie v Charlotte Wright Tedlie orse Charlotte Wright Spiller

Plummer v Plummer (Dorothy Frances Plummer, Intervener—the King's Proctor showing cause) (Fixed for 1st day Trinity)

## FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1917.

Smith v Smith

(Interlocutory List.)

The United Earthenware Manufacturers ld v Riley & Lindley Same v Same

## FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1917.

McLaren & ors v Thomson & ors

## FROM THE CHANCERY DIVISION.

STANDING IN THE "ABATED" LIST.

(General List.)

1914.

Actiengesellschaft Fur Anilin Fabrication in Berlin and anr v Levenstein ld (s o until after termination of war)

In the Matter of Letters Patent granted to Edward Mertens, No. 17,198 of 1904, and In the Matter of the Patents and Designs Acts, 1907 and 1906 (s o one week's notice on either side to restore)

## FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re Mrs. Mary Helen Williams, Widow (expte The Debtor v Messrs. Billett, Campbell & Grenfell, the Petitioning Creditors, the Official Receiver, and E. J. Palmer, the Trustee) No. 1047 of 1912

In re H. W. Shaw, trading as The Realm Machine Co. (expte. The Bankrupt v the Official Receiver and the Trustee), No. 695 of 1914

## FROM THE KING'S BENCH DIVISION.

APPEALS AND MOTION IN BANKRUPTCY "ABATED."

(In Bankruptcy.)

In re J F P Yeatman (expte Henry Miller v The Trustee and the Debtor), No. 863 of 1910

Motion.

In re Bernard Boaler (expte Bernard Boaler v The Official Receiver & ors), No 918 of 1909 (s o generally)

Appeal.

In re A Debtor (expte The Debtor), No. 224 of 1916 (on the 14/7/16 the C. A. discharged the receiving order and stayed proceedings for six months, notice to petitioner of any other petition. Costs of appeal, costs in petition, liberty to restore, deposit to remain in court)

## FROM THE KING'S BENCH DIVISION.

Judgment Reserved.

(Final and New Trial List.)

Hogarth Shipping Co ld v Blyth, Green, Jourdain & Co ld (c a v May 1)

## FROM THE KING'S BENCH DIVISION.

((Final and New Trial List.)

1915.

Parson v Nesbit (s o notice of death of debt)

In the Matter of an Arbitration between Carruthers & Co ld and Danon Freres Part heard

H. A. Stevens (Surveyor of Taxes) v E Boustead & Co (Revenue Side)

Marion Brooke (formerly Marion Price) v The Commissioners of Inland Revenue (Revenue Side)

In the Matter of an Arbitration between the Owners of steamship Ariadne Christine and The Admiralty (s o for Attorney-Gen)

Fraser & Chalmers ld v the Whitecross Co ld

Poulton v Le Fleming & anr Smith v Lewis

Man & ors v Bailey

Waring v Moss Empires ld (Not before June 7)

Beatty v Mayor & c of Salford

In the Matter of an Arbitration between Panoutsos and Raymond Hadley Corpn of New York

In re an Arbitration between Anglo-Russian Merchant Traders ld and John Batt & Co (London) ld

The Chinese Antimony Co ld v Ocean Steamship Co ld

In the Matter of an Arbitration between John Bond and West Yorkshire Collieries of J J Charlesworth ld Contracting out scheme

H O Brandt & Co v H N Norris & Co ld

J Lionel Barber & Co ld v Deutsche Bank (Berlin) London Agency

Potter v Ashby

A Hitchin & Co v F Ripley & Co ld

Tong v Adamson

Hardy and anr v Strath Steamship Co ld

## Savage v Harvey

Morrison v The Lord Mayor & c of Sheffield

Brayshay v White & Poppe ld

George Hattersley & Sons ld v Crompton & Sons ld

New Zealand Shipping Co ld v Société des Ateliers, &c

Makowski v Purchase

Hayward v Drury Lane Theatre ld and Moss Empires ld

Tebbutt Bros v Smith

Foster & Cranfield v Castiglione, Sons & Scott

The Industrial Manufacturing Co (Baxenden) ld v The Ellenroad Spinning Co ld

Wells v Sillem

Northern Steel and Hardware Co ld v John Batt & Co (London) ld

In the Matter of the Agricultural Holdings Act, 1908 Morse v Dixon

Danman & Diamont v Waring & Gillows

Rio Tinto Co ld v Ertel, Bieber & Co Same v Vereinigte Königs & Laurahutte Actien Gesellschaft

Far Bergeau Huttenbetrice Same v Dynamit Aktiengesellschaft (Vorm Alfred Nobel & Co)

Hibbs ld v Mountain, Sons & Co (Horwich, 3rd party)

Willesden Foundry and Engineering Co ld v Electrical Contracts and Maintenance Co ld

Bhabha v Bhungara

Williams v Rhondda Tramways Co ld

G & C & E Nuttall and Sons ld v Fiske

Trebeck v Crondace

Countess of Warwick S.S. Co v Le Nickel Societe Anonyme

In the Matter of an Arbitration The Anglo-Northern Trading Co ld v Emlyn Jones and Williams

Morgan & Sons v Park & Sons ld

Davies v Rhondda Urban District Council

Newsum & Co ld v Bradley and all other Owners of Steamship Jupiter

Goldrei Foucard & Son v Sinclair and the Russian Chamber of Commerce in London

Palladium (Southport) ld v Formby

Duff v Ammonia Soda Co ld

Robinson and anr v William Whiteley ld

Sutcliffe v Freeman

Moor Line ld v Louis Dreyfus & Co.

Wrench v Broadwest Films ld

Seligman v Poynter & anr Pontie v Seligman & anr

Lowland S.S. Co ld v Bromley & Son

Pile v Erroll

Granden v Rice & anr (South Coast Trades Finance Assoc ld, 3rd party)

L Walford & Co and ors v Blaenavon Co ld

Lloyd Royal Belge Societe Anonyme v Stathatos

Société Nouvelle D'Armement v Saunders & Co ld

Shipton v Lord Mayor & c of the City of Cardiff

F W Heiligers & Co v Cambrian Steam Navigation Co ld

## FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors,

(Final List.)

1917.

San Onofre—1916—Folio 892

Owners of Steamship Melanic v Owners of Steamship San Onofre (damage)

The Rafael—1917—Folio 369 T Premner v Owners of ss. Rafael (salvage)

Without Nautical Assessors,

(Final List.)

Ingstad—1915—Folio 510 Holman ld v T P Rose ld (demurrage)

(s o till further order)

## FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1916.

In the Matter of a Petition of Right of Marconi's Wireless Telegraph Co ld (s o for a day to be fixed)

Norman, C H v Brooke

Wulff, E v Louis Dreyfus & Co

## IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts.)

Judgment Reserved.

Carlton Main Colliery Co ld v Clawley (c a v May 9)

## IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts.)

1917.

Baker v Coleman

Nixon's Navigation Co ld v Thomas (To come on with anr)

## "A SURE INCOME FOR LIFE"

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SUN LIFE OF CANADA, 217, Canada House,  
Norfolk Street, London, W.C.

Maydew v The Chatterley Whitfield Collieries Ltd  
 Jarman v Leeds Forge Co Ltd  
 Wales v Lampton and Hepton Collieries Ltd  
 Spencer v Owners of as "Liberty"  
 Rouse v Hutchinson  
 Richardson v Dickson & Renson Ltd  
 Marsh v Pope & Pearson  
 Moakes v Blackwell Colliery Co Ltd  
 Smith v Redpath, Brown & Co Ltd  
 Brook v Henry Lodge Ltd  
 Walters v T Wall & Sons Ltd  
 Senior v Broadworth Colliery Co Ltd

#### FROM THE KING'S BENCH DIVISION.

##### STANDING IN THE "ABATED" LIST.

(Trinity, 1917.)

(Final and New Trial List.)

1914.

The Commrs of Inland Revenue v Smyth (Revenue Side) (s o generally)

Hunter v Commrs of Inland Revenue (Revenue Side)

1915.

Walter Morrison v The Commissioners of Inland Revenue (Revenue Side)

(Interlocutory List.)

1916.

J Soanes & Sons Ltd (H Huber & Co, Garnishees) v Papier Fabrik Wiesenstein A.G. (Judgt Debtor) (s o generally)

(Hilary, 1917.)

Giannakitsa v Hudson's Consolidated Ltd (s o generally—to be mentioned after Michaelmas).  
 N.B.—The above list contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals, &c., set down to May 26th, 1917.

#### HIGH COURT.—CHANCERY DIVISION.

##### TRINITY SITTINGS, 1917.

##### NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice NEVILLE will take his Business as announced in the Trinity Sittings Paper.

Mr. Justice EVE will take his Business as announced in the Trinity Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice EVE will take Liverpool and Manchester Business on Thursdays, the 14th and 28th June and the 12th and 26th July.

Mr. Justice SARGANT.—Except when other Business is advertised in the Daily Cause List, Mr. Justice SARGANT will sit for the disposal of His Lordship's Witness List throughout the Sittings.

Mr. Justice ASTBURY.—Except when other Business is advertised in the Daily Cause List, Mr. Justice ASTBURY will sit for the disposal of His Lordship's Witness List throughout the Sittings.

Mr. Justice YOUNGER will take his Business as announced in the Trinity Sittings Paper.

Mr. Justice PETERSON.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Summonses before the Judge in Chambers.—Mr. Justice NEVILLE, Mr. Justice EVE, and Mr. Justice YOUNGER will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjoined into Court and Non-Witness Actions will be heard by Mr. Justice NEVILLE, Mr. Justice EVE, and Mr. Justice YOUNGER.

Motions, Petitions, and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

##### NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice SARGANT will take the Witness List for SARGANT and YOUNGER, JJ.

Mr. Justice ASTBURY will take the Witness List for NEVILLE and ASTBURY, JJ.

Mr. Justice PETERSON will take the Witness List for EVE and PETERSON, JJ.

##### CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to 26th May, 1917.

Before Mr. Justice NEVILLE.

Retained Causes for Trial.

The Rhymney Ry Co v The Barry Ry Co (s o)

Day v Highland (from Mr. Justice Eve's list)

In re Pitman's Settlement Thomas v Pitman

Further Considerations.

In re Frost's Estate Cramp v Stonier

Bisicks v Eyles

Causes for Trial without Witnesses and Adjoined Summonses.

In re Rabbitts Bird v Cannon

In re Henderson & Mansfield's appln In re Courts (Emergency Powers) Act (not before Nov 8)

In re Barclay, Perkins & Co Ltd In re Hall Mortgage and in re Courts (Emergency Powers) Acts (to come on with a motion)

In re Pritchit, dec Pritchit v Myott pt hd (s o to June 6)

Bristol Corp v Sinnott (June 6)

In re E M Stevens Stevens v Stevens

In re P F R Saillard Pratt v Gamble

In re Hiller, dec Hiller v Hiller

In re Sharrod, dec Sharrod v Walsh

In re M A Edwards, dec Wingrove v Michaelis

In re Ellis, dec Ellis v Ellis

In re A M May, dec Eggar v May

In re C R Rowe, dec Bawline v Newman

In re Peter Taylor, dec Bailey v Taylor

In re Wm Evans, dec Owen v Owen

In re G E Gordon, dec Gordon v Gordon

In re Tyrwitt, dec Northcote v Bomfield

In re R Ackley, dec Haworth v Ackley

In re G Hunt's Will Lloyd v Gardiner

In re Sparks Chard v Wencombe

In re R Melton, dec Milk v Towers

Pyrene Co Ltd v Webb Lamp Co Ltd

In re E S Cathcart, dec Mander v Cathcart

In re Ballin, dec Clodd v Ballin (restored)

In re W. Lethbridge, dec Couldwell v Lethbridge

In re Cook, dec Bromley v Cook

In re Mary Uthwatt, dec In re Settled Land Acts 1882

In re F J Hewson, dec Casley v Bacon

In re Mark Baggs, dec Baggs v Idiens

In re Leicestershire Press Co Ltd

Goddard v The Company

In re Hicklin, dec Public Trustee v Hoare

In re Clarke Clarke-Lens v Lens-Clarke

Day v Ferguson

Elston v Girard

In re Dalzell, dec Rolleston v Dalzell

In re Henry Jones, dec Whitmore v Brown

In re Jane Terry, dec Reynolds v Lunnon

In re Brownlow Brownlow v Beaton

In re E H Burchmore's Trusts Edwards v Bates

In re C Langley-Brooke, dec Union of London & Smith's Bank Ltd v Usher

In re C E Hill, dec Huasey v Hill

In re S H Samuel, dec Keyser v Hutchins

In re R H Samuel, dec Keyser v Moses

In re W Gilbert, dec Gilbert v Palmer

Companies (Winding Up) and Chancery Division.

Companies (Winding Up).

Petitions.

Timor Oilfields Ltd (petn of R H Silley—ordered on Oct 13, 1914, to stand over generally)

Chilian Eastern Central Ry Co Ltd (petn of A Delmele—ordered on June 15, 1915, to stand over generally)

Tough-Oakes Gold Mines Ltd (petn of G F S Bowles—ordered on July 6, 1915, to stand over generally)

Colnbrook Chemical and Explosives Co Ltd (petn of Scottish Tube Co Ltd—ordered on Dec, 5, 1916, to stand over generally)

Paraguay Central Ry Co Ltd (petn of Frederick J Benson & Co—stand over from March 20, 1917, to Oct, 16, 1917)

Wells Aviation Co. Ltd (petn of Whiteman and Moss Ltd—stand over from May 15, 1917, to June 12, 1917)

Central Chemicals Ltd (petn of O Messmer—stand over from May 22, 1917, to June 12, 1917)

North West Corp Ltd (petn of Goodall, Clayton & Co Ltd—stand over from May 22, 1917, to June 12, 1917)

London County Commercial Re-Insurance Office Ltd (petn of Danske Genforsikring Aktieselskat (Danish Re-Insurance Co)—stand over from May 22, 1917, to June 19, 1917)

Provincial Motor Hiring Co Ltd (petn of Anglo-American Oil Co Ltd and ors—stand over from May 22, 1917, to June 19, 1917)

United Electric Theatres Ltd (petn of New Bioscope Trading Co Ltd)

Canadian United Gold Fields Ltd (petn of Debenture Corporation Ltd)

Intime Productions Ltd (petn of R F Wakley)

Industrial Contract Syndicate Ltd (petn of C J Lethbridge)

Wykeham Mansions Ltd (petn of P H Thorne)

Wilts County Gas Light and Coke Co Ltd (petn of Cleaves & Co)

Munroe & Gordon Ltd (petn of H Hill)

##### Chancery Division.

Petition (to confirm Re-organisation of Capital.)

Cooper Steam Digger Co Ltd (ordered on June 16, 1914, to stand over generally)

##### Petitions.

(To sanction Scheme of Arrangement.)

William Coleman's Ordinary Shares Ltd (petn of H W Cutting—ordered on March 3, 1914, to stand over generally)

Edison Swan Electric Co Ltd (ordered on May 4, 1917, to stand over generally)

Companies (Winding Up) and Chancery Division.

Motions.

Aublet Harry & Co Ltd (to stay proceedings—ordered on Aug 39, 1916, to stand over generally)—retained by Mr. Justice Sargant

Law Life Assce Soc (for payment out of Companies Liquidation Account—ordered on Aug 30, 1916, to stand over generally)

Wood Green and Hornsey Steam Laundry Ltd Trenchard v Wood Green and Hornsey Steam Laundry Ltd (to stay action—ordered on Jan 16, 1917, to stand over generally)

Batavia Plantation Investments Ltd (for injunction—ordered on March 13, 1917, to stand over generally)

Court Summonses.

French South African Development Co Ltd Partridge v French

South African Development Co Ltd (on preliminary point—ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division)

English and Scottish American Mortgage and Investment Co Ltd (as to contingent claims part heard—parties to apply to fix day for further hearing)

Walker, Maynard & Co Ltd (on claims of Distillation Co and Dorman, Long & Co Ltd—ordered on Nov 21, 1916, to stand over generally)

General Omnibus Supply (Manufacturing Co.) Ltd (delivery up of books and documents—ordered on Feb 27, 1917, to stand over generally)

Army Motor Lorries and Wagon Co ld (on proof of A H Green—with witnesses—ordered on March 21, 1917, to stand over generally)

Moylett's Stores ld (to vary list of contributories—ordered on April 3, 1917, to stand over generally—retained by Mr. Justice Astbury)

N.B. Exclusives ld (priority of payment under film hiring agreement)

Angelo Exclusives ld (priority of payment under film hiring agreement)

National Standard Life Assoc Corpn ld (to vary list of contributories)

#### Before Mr. Justice EVE.

Causes for Trial without Witnesses and Adjourned Summonses.

In re W England's Trusts Dobb v England

Bruty v Edmondson

Same v Same

In re Chateau-Thiers's Settlement Uhlig v Greenhill

Uhlig v Uhlig

In re Richard Crispin & Co's appln In re Trade Marks Act, 1905

Shaw v Scottish Widows Fund In re Rotary Photographic Co ld

Erhardt v The Company In re Leslie Melville's Settlement

Leslie Melville v Pym (in camera) (to be interposed at 2 o'clock on June 5)

In re R S Gray, dec Gray v Gray In re Gillies' Settlement In re Trustee Act, 1893 Archer v Penny

In re Lawford Lawford v Enfield In re Breary, dec Bassett v Bridger

In re Denby's Trusts Gray v Denby

In re Hy Adams, dec Adams v Adams

In re Tremayne's Marriage Settlement Buchanan v Tremayne

In re Wm Lang, dec Ragg v Hamilton

In re H P Rutter, dec Scott v Turnbull

In re Bossier, dec Bossier v Eastmond

In re John Pendleton, dec Lamin v Pendleton

In re W F Gattey, dec Hammond v Gattey

#### Before Mr. Justice SARGANT.

Retained Matters.

Adjourned Summonses.

In re James Handley, dec

In re James Handley, dec Sheldon v Attorney-Gen pt hd (s o generally)

In re John Liscombe, dec Liscombe v Bowen (s o generally)

Causes for Trial.

(With Witnesses.)

(From Mr. Justice EVE's List.)

In re an Application by R Lehmann & Co and In re The Trade Marks Act

Hay v The Fanvac Co (s o to April 15, 1918)

Wainwright v Lewin pt hd (s o to June 5)

Dancey v Richards (s o generally)

Price v Richards (s o generally)

#### Adjourned Summonses.

(From Mr. Justice EVE's List.)

In re Daniels, dec Daniels v Vassall

Lambert v Rendle

Birn Bros v Reene & Co

Causes for Trial.

(With Witnesses.)

In re Thornton, dec Thornton v Ruston (s o)

In the Matter of Ralph Hancock's Patent, No 21,353 of 1913 and In the Matter of the Patents and Designs Acts 1907 and 1908

In re the Patents and Designs Act 1907 and In re Letters Patent, No 18,047 of 1903 granted to S Z Ferratti (Fixed for Oct 23)

In re Letters Patent granted to Stahlwerk Becker A G No 27,838 of 1912 and In re the Patents and Designs Act 1907 petition

Murex Co ld v Marshall, Cotterell & Co

Bedford Charity v New Theobalds Cinema ld

Carlyon v Ward (June 11)

Pyke v Gibson

Garrett v Vaughan

Wainwright v Weston

St Catherine College v Rosse

Thomson v St Catherine College

#### Before Mr. Justice ASTBURY.

Retained Matters.

Companies (Winding Up).

Court Summons.

Moylett's Stores ld pt hd

Adjourned Summonses

In re Stock Stock v Stock pt hd In re Osborne Webb v Reichwald pt hd

In re A F Lehmann, dec Lehmann v Lehmann

In re Walmsley Walmsley v Metropolitan Convalescent Institute

#### Petition.

In re John Davey, dec Pisk v Michell (restored)

Causes for Trial.

(With Witnesses.)

Cable v Gunn

Mecheri v Fox Film Co ld

Russell v Russell

Wilson v MacElwee

Robinet v Heilgers

Millman v Barnes Urban District Council

Crosbie v Knowles

In re Butterfield, dec Butterfield v Butterfield

Hammond v Evans

#### Before Mr. Justice YOUNGER.

Retained Matters.

Causes for Trial.

(With Witnesses.)

The Cannon Brewery Co ld v Central Control Board (Liquor Traffic) pt hd

Graham v Carter

Attorney-Gen v Ingram (June 20)

Applications under the Trading with the Enemy Acts, 1914 to 1916

In re Rickmers Reismuhlen Rhederei and Schiffbau, A G enemies &c

In re Papierfabrik Hermes & Cie G m b H enemies &c

#### MANCHESTER DISTRICT REGISTRY.

Application under Trading with the Enemy Acts, 1914 to 1916.

In re Moritz Berl, an enemy (June 14)

#### Further Consideration.

In re Lane, dec Meagher v National Gallery of Ireland pt hd (June 6)

Causes for Trial without Witnesses and Adjourned Summonses.

In re Fenwicke Douglas v Fenwicke pt hd

In re Earl of Feversham, dec In re Settled Land Acts

Drackley v Walker

Boret v Walter

In re Forbes-Sempill Settlement Ashley v Borwick pt hd (s o June 8)

In re Samuel Varley, dec Varley v Varley

Lindlar v Ferdinando (June 13)

In re W A Watts, dec Langmore v Watts

In re F W Godfrey, dec Godfrey v Godfrey

In re Curzon, dec Curzon v Newton

In re Charles Austrin, dec Austrin v Austrin

In re A Cundy, dec Jones v Imperial British Israel Assoc

In re Bardolph, dec Public Trustee v Mangan

In re John Elliott, dec Elliott v Elliott

In re L J Arnold, dec In re Vendor and Purchaser Act, 1874

In re T H Neville's Settlement Phelps v Hitchins

In re Wernher's Will Trusts Wernher v Beit

In re Wm Budd, dec Jeremiah and anr v Budd and ors pt hd

Boulden v Williams

In re Tweedale's Settlement Edwards v Tweedale

General Banking Corpn v Romain

In re King Jackson v Attorney-Gen

In re Florence, dec Lydell v The Haberdashers' Co

In re Knowles, dec Knowles v Newman

#### Before Mr. Justice PETERSON.

Retained Adjourned Summons.

John Vipond ld v Blaenavon Co ld

Causes for Trial.

(With Witnesses.)

Black Mountain Silica Co v Colliery Investment Trust (June 12)

Caswell v London City and Midland Bank (not before Michaelmas)

Norman v Norman

Giles v Scott (not before June 7)

The Ammonia Soda Co ld v Chamberlain pt hd

Rowley v Rowley

The Pure Russian Liquid Paraffin Co ld v Overstraeten

Wethered v Morris

MacCarthy v Mrs. Bull ld

Same v Same

Pearson Bros v Valentine & Co

Blaxsim v Watson

Marlow v Wolverhampton and Dudley Breweries ld

Grattan v Sacks

Levy v Goldhill & Co

Enderby v Clark

Browne v J & J Bennett ld

Lepage v San Paulo Coffee Estates ld

Younghusband v Magniac

Hulme v Denton Urban District Council

In re Templer, dec Strangways v Templer

Winter v Drucker

#### KING'S BENCH DIVISION.

TRINITY SITTINGS, 1917.

CROWN PAPER.

For Hearing.

The King v Beverley U D C

The King v City of London Income Tax Commrs

The King v Kensington Income Tax Commrs

Colbourne & anr v Lawrence

The King v Commrs of Inland Revenue

Dennis v Hepworth

The King v St. George's, Hanover-square, Income Tax Commrs

The King v Romsey Income Tax Commrs

In the Matter of a Solicitor Expte The Law Soc

Davis v Reynolds

Mousell Bros v L & N W Ry Co

Deakin v Stockbridge

Holder v McCarthy

Van Bauwel & Myens v La Compton Anversois Societe

The King v Justices of Hertfordshire

Wilson v Hall

Pittar v Richardson

The King v Commrs of Inland Revenue

Higgon v Evans

Grigg v Smith

Agdesham v Hunt

Hawkey v Stirling

#### SPECIAL PAPER.

For Judgment.

P Dixon & Sons ld v Hendersons Craig & Co

For Hearing.

London United Tramways v London County Council

Same v Same

Owners of ss. "Whitstone" v Howden Bros

Nipon Shosen. & c v Société Minière du Tonkin

Cunningham ld v Dutton Phosphate Co

Knudsen v Tabb & anr

New Zealand Shipping Co v The King

Clements v Whitehead



Fischel & Co v Goodlake & Nutter  
Owners of ss. "Plata" v H Ford & Co ld

## MOTIONS FOR JUDGMENT.

Lane & ors v Polysius

## CIVIL PAPER.

## For Argument.

London United Tramways ld v London County Council  
Higgins v Mayor, &c, of Northampton  
Gaskain, Barker & David v Volkart Bros  
Hart v Thorne Bros. City of London Court Appl from Judge Atherley Jones  
Silver v Rook County Court Appl from Judge Graham  
Sanderson v Mayor, &c, of Wigan County Court Appl from Judge Spencer Hogg  
Barton v Ruislip Dog Sanitorium ld County Court Appl from Judge Bray  
Lobitos Oilfields ld v Lords Commrs of the Admiralty  
Astley v London & Provincial Aviation Co County Court Appl from Judge Scully  
Pigott v Egertons County Court Appl from Deputy Judge  
Smith v Morgan County Court Appl from Judge Hill Kelly  
Apple v Ruddential Assee Co City of London Court Appl from Judge Rentoul  
Clay v Hennen & Co County Court Appl from Judge Woodfall  
Sargeant v Watts County Court Appl from Judge Selfe  
Westacott v Hahn  
Isaacs v Arlidge County Court Appl from Judge Bray  
Gonsky & anr v Durrell & anr County Court Appl from Judge Cluer.  
Woods v Crewe County Court Appl from Judge Howland Roberts  
Vaughan & Co v Golders Green Amusement Co  
In the Matter of The Clyena Dairy Co & In the Matter of Davis County Court Appl from Judge O'Connor  
Parsons v Swainson County Court Appl from Judge Lindley  
Porter & Co v Rayner & Co

## REVENUE PAPER.

## English Information.

Attorney-Gen and John Henry Oglender & anr

## Cases Stated.

W R Shove (Surveyor of Taxes) and The National Provincial Bank of England ld  
J P Hancock (Surveyor of Taxes) and General Reversionary & Investment Co ld pt hd  
General Reversionary & Investment Co ld and J P Hancock (Surveyor of Taxes) pt hd

## Petitions under the Licensing (Consolidation) Act, 1910.

Walker & Homfrays ld & ors and The Commrs of Inland Revenue (re "The Cheshire Cheese," Leigh)

Florence Elsie Bennett and The Commrs of Inland Revenue (re "The Stork Hotel," Hotwell-road, and "The Tap," Cumberland-place, Bristol)

The Hereford & Tredegar Brewery ld & anr and The Commrs of Inland Revenue (re "The Victoria Inn," Woodside, Dudley)

## Petitions under Finance Act, 1894.

In the Matter of the Estate of James Crossley Eno dec  
In the Matter of the Estate of the Marquess of Abergavenny dec  
In the Matter of the Estate of the Marquess of Abergavenny dec

## Death Duties.

In the Matter of the Estate of Mary Brown or Harper dec

## Land Values—Appeal from Decision of Referee.

The Commrs of Inland Revenue and The Trustees of the Settled Estates of the Rt Hon Hugh Cecil Earl of Lonsdale (c a v)

## APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, Pending 25th May, 1917.

In re A Debtor (No. 111 of 1916) v Expte The Debtor v The Petitioning Creditor & The Official Receiver Appl from the County Court of Essex (Chelmsford)

In re A Debtor (No. 3 of 1909) v Expte Isaac Goldstein v Howard W Cox the Trustees Appl from the County Court of Northamptonshire (Peterborough)

Motions in Bankruptcy for hearing before the Judge, Pending 25th May, 1917.

In re Juda Gurwicz v Expte T G Piper, the Trustee v Mrs Rosa Gurwicz (second motion) pt hd

In re D L B Castle, H M Castle & F S Castle (trading as "Schloss Bros") Expte Haslam Bros ld v Sir Barclay Peat the Trustee

In re Tudor Bros & In the Matter of Evans v Evans (1916—E—No 57) Expte John Sydney Bird the Receiver & Manager v Doyle Devonshire and Co & T E Goodyear & J H Stephens the Trustees v J S Bird (referred to Judge by Registrar under order, dated May 25, 1917, also certificates of Registrar, dated March 30, 1917, and May 11, 1917, for Judge's consideration)

Appeals from County Courts heard by a Divisional Court sitting in Bankruptcy, Pending 25th May, 1917, but "Abated."

In re A Debtor (No 22 of 1915) v Expte The Debtor v The Petitioning Creditor & The Official Receiver Appl from the County Court of Lancashire (Blackburn & Darwen) (24/7/16 s o generally liberty to restore)

In re A Debtor (No 22 of 1915) v Expte The Debtor v The Petitioning Creditor & The Official Receiver Appl from the County Court of Lancashire (Blackburn & Darwen) (24/7/16 remitted back to rehear appln and for all debts to be paid before Receiving Order rescinded)

## The Property Mart.

## Forthcoming Auction Sales.

June 12.—Messrs. HAMPTON & SONS, at the Mart: Freeholds (see advertisement, back page, May 19).

June 14, 21, July 17.—Messrs. DANIEL SMITH, OAKLEY & GAERARD, at the Mart: Freehold Estates, &c. (see advertisement, back page, June 2).

June 14, 21.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart: Reversions, &c., and Freehold Properties (respectively) (see advertisement, back page, this week).

June 27, 28.—Messrs. HUMBERT & FLINT: Two big E states at Coventry and Tamworth (respectively), at 2 (see advertisement, page 111, June 2).

## Winding-up Notices.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

London Gazette.—FRIDAY, JUNE 1.

MEXBOROUGH AND DISTRICT WATER CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 30, to send particulars of their debts or claims to John Thompson, 68, Market st, Mexborough, liquidator.

EL AMPARO MINE, LTD. Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to Henry Braby Clefford, 21, Great Winchester st, liquidator.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

London Gazette.—TUESDAY, JUNE 5.

CRAIG LINE STEAMSHIP CO, LTD. (IN LIQUIDATION).—Creditors are to lodge their claims, on or before July 4. J. Row-Fogo, 13, George st, Edinburgh, Official liquidator.

ROBERT HARKNESS, LTD.—Creditors are to prove their debts or claims on or before June 30, Donald W. McIntosh, 11, Paternoster bldgs, liquidator.

LOUIS LAFITTE, LTD.—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to W. Lacon Threlford 119 and 120, London Wall, liquidator.

LESLIE PULLAR, LTD.—Creditors are required, on or before July 5, to send in their names and addresses, with particulars of their debts and claims, to Percy W. Straus, 7, Great Winchester st, liquidator.

PERAY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 7 to send their names and addresses, and particulars of their debts or claims, to Percy Weiler Straus, 7, Great Winchester st, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, JUNE 1.

Brougham and Richfield, Ltd.  
Perfection, Ltd.  
Stanley Theatre Co, Ltd.  
Sheffield Olympia & Provincial Rinks, Ltd.  
Brigade Advertising Co, Ltd.  
Prowdshuk Tyre and Rubber Co, Ltd.  
Barbados Light Railway, Ltd.  
Lewis's, Ltd.  
El Amparo Mine, Ltd.

London Gazette.—TUESDAY, JUNE 5.

Pekay, Ltd.  
Durham County Alliance Workmen's Club  
and Institute, Ltd.  
Willow Box Manufacturing Co, Ltd.  
Staffordshire Chemical Co, Ltd.  
Sutton Rinkeries, Limited.  
Great City Steamship Co, Ltd.  
Bradford Steamship Co, Ltd.  
Philograph Film Bureau, Ltd.  
Louis Lafitte, Ltd.

## Winding-up of Enemy Businesses.

London Gazette.—FRIDAY, JUNE 1.

J. L. & P. WEIDNER.—Creditors are required, on or before June 15, to send by prepaid post, full particulars of their debts or claims, to Geoffrey Bostock, 21, Ironmonger, in controller.

## Creditors' Notices.

Under 22 &amp; 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 25.

ABRAHAM, SOLOMON, Maida Vale July 3 Taylor & Taylor, New Broad st  
 ADAMS, MARY, Saltash, Cornwall June 24 Cleverton & Son, Pi month  
 AINSWORTH, CYRUS, Bury, Lancs, Nurseryman June 23 R & W Page, Manchester  
 ALWOOD, ROBERT LANCELOT, Alnwick June 25 Clayton & Gibson, Newcastle upon Tyne  
 ALLONBY, JOHN, South Shields July 1 Young, South Shields  
 ANDREW, ELIZA, Telford av, Streatham Hill June 30 Edmonds & Rutherford, Bishopsgate  
 APPLETON, WILLIAM, Norton, Durham, Farmer June 18 Faber & Co, Stockton on Tees  
 BENJAMIN, LOUIS DAVID, Greville rd, Kilburn June 27 Emanuel & Simmonds, Finsbury sq  
 BRAITHWAITE, WILLIAM, Liver, ool, Accountant June 30 Lindsay, Liverpool  
 BROOKS, SARAH ANN, Littlehampton June 30 Curwen & Carter, Gray's Inn sq  
 BROUGHTON, FLORENCE, Tunstall Hall, nr Market Drayton June 30 Warren & Co, Market Drayton  
 BUCKLEY, ROBERT REEL, Spring Bank Maseley Yorks, Carrier July 1 Clayton & Son Ashton under Lyne  
 CARDEW, SOPHIA KATHLEEN, Falmouth June 23 Rogers & Son, Falmouth  
 CARPENTER, DEBORAH, Holland Park, Kensington July 4 Joseph & Hyam, Finsbury pmt  
 CANTHORNE, JANE, Hove, Sussex July 9 Williams, Brighton  
 COLEMAN, EDWARD JAMES, Covent Garden Market, Potato and Fruit Merchant June 30 Board, Henrietta st  
 DENHAM, WILLIAM HENRY, Nuneaton July 1 Miller, Walsall  
 DITCH, GEORGE EDWARD, Ramsgate July 7 Whichcord, Canterbury  
 DOBBIE, HARRY ROBERT, Nakiadeniva, Croydon June 30 Freeman & Cooke, Surrey st  
 DUNN, JOHN HORATIO, Rushford, Salford Priors, Warwick, Wholesale Halldasher July 16 Pinnant & Co, Birmingham  
 EMMER, CHARLES FREDERICK, Peel, Island of Man July 1 Pennington & Higson, Liverpool  
 EVERETT, JOHN GIFFARD, Wells, Somerset July 1 Mawer, Wells  
 EYERSEN, JOSEPH, Chesham, Bucks June 22 Francis & How, Chesham, Bucks  
 FINLAY, Lieutenant & Quartermaster J C, West Jemond, Newcastle upon Tyne July 5 Patrick & Co, Newcastle upon Tyne  
 GOODREV, MARY, Smiths ter, Sloane sq July 23 Prestons, The Grove, Stratford  
 GOODIER, CHARLES, Battle, Sussex July 10 Raper & Son, Battle  
 HAYES, JEMIMA, Wellington, nr Hereford June 30 Underwood & Steel, Hereford  
 HAYES, WILLIAM, Wellington, nr Hereford June 30 Underwood & Steel, Hereford  
 HIRONS, EDWARD, Eddington, Warwick, Threshing Machine Proprietor July 10 Mitchell & Chaddock, Birmingham  
 INDERSON, JOHN RICHARD, Manchester June 28 R & W Page, Manchester  
 JERVIE, AUGUSTA GEORGINA, Harlow, Essex June 30 White, Colchester  
 JESSOP, WALTER HAMILTON HYLTON, Harley st, MB, FS JS July 3 Long & Gardiner, Lincoln's Inn fields  
 JILLINGS, CHARLES, Great Abington, Cambs, Farmer June 24 Partridge & Wilson, Bury St Edmunds  
 JONES, THOMAS, Talybont, Carnarvon Farmer, June 30 Jones, Llanrwst, Denbigh  
 KEMP, JOSEPH, Horeham Road, Sussex June 24 Swann, Heathfield, Sussex  
 KENNEDY, JAMES, Bradford, Beerseller June 30 Neill & Dawson, Bradford  
 KNUTT, FREDERICK, Elitwick, Bedford, Gravel Merchant June 12 Sharman & Trothway, Ampthill  
 LANGLOTH, JACOB, New York, USA June 26 Paines & Co, St Helen's pl  
 LEWIS, THOMAS, Fishguard, Pembroke, Chemist Oct 18 Johns, Fishguard  
 LITTLE, JOSEPH HENRY, Cusladon, Surrey June 25 Guillaume & Sons, Salisbury sq  
 LONG, THOMAS, Bournemouth July 5 Bone, Bournemouth  
 MASON, JAMES EBENEZER, Sutton, Surrey June 30 Mason, Finsbury pmt  
 MERRIMAN, GEORGE FREDERICK MASKELYNE, Worcester Park, Surrey June 21 Hopgood & Dowson, Spring gdns  
 MILLIKEN, ANDREW, Roothie, Lancs June 30 Weightman & Co, Liverpool  
 MITCHELL, CATHERINE BUCKNALL, Warwick rd, Earl's Court June 23 Wansey & Co, Moorgate st  
 MOORE, ELLEN JOAN CROSMAN, Chilton Polden, Somerset June 25 Bishop, Bridgewater  
 MORFV, AUGUSTA TRACE, Southsea June 30 Simpson & Bowen, New Broad st  
 LLOYD-ROBERTS, ADA HENRIETTA, Twickenham June 24 Blake & Co, Serjeants' Inn  
 NUTTALL, WILLIAM, Chadderton, Lancs July 1 Jackson & Son, Oldham  
 OPPENHEIM, JACOB, Bournemouth, Cigar Merchant June 23 Zeffertt & Co, Union st Old Broad st  
 ORGAN, WILLIAM CHARLES, Shurdlington, Glos, Builder June 30 Rickerby & Co, Chatterham  
 PEARSON, CHARLES EDWARDS, Stockport June 30 Blackburn & Walker, Manchester  
 PENNILL, THOMAS WILLIAM, Manchester, Invoice Clerk July 23 Houstoun, Duchy of Lancaster Office, London  
 PHILLIOT, CLAUDE RENE, Chicago, USA June 30 Cward & Co, Mincing ln  
 PLACE, RICHARD, Greenside Farm, over Wyresdale, Lancs June 10 Gibbons & Sturton, Lancaster  
 PRICE, HARRY CHARLES, Orington, Kent, Clothier July 1 Hodge, Bromley, Kent  
 RICHARDSON, WILLIAM, Smalley, Derby, Farmer July 16 Briggs, Derby  
 RICKWOOD, SARAH, Norwich June 23 Ladell Norwich  
 ROBINS, THOMAS, Ifracombe July 2 Rowe & Warren, Ifracombe  
 SCRIVENER, JOHN PALMER, Cambridge rd, Leytonstone July 23 Prestons, The Grove, Stratford  
 SMITH, WALTER, Richmond rd, Liver, ool rd June 24 Shaw & Son, King's Bench walk, Temple  
 SPENCER, BENJAMIN JOHN, Birmingham, Works Manager June 30 Jaques & Sons, Birmingham  
 STEER, JOSEPH, Lynceott mans, Hampstead, Cigar Merchant July 6 Zeffertt & Co Union st, Old Broad st

STRETTON, WALTER GEORGE, Tixall, Stafford, Engineer July 18 Wilkins & Son Uttroter  
 TAYLOR, ARTHUR EDWIN, Liscard, Chester, Cashier June 24 Lees, Birkenhead  
 TAYLOR, RUBEN, Haywood, Hereford, Farmer and Builder July 16 Humphrys & Symonds Hereford  
 THORNTON, ARTHUR, Rastric, nr Brighthouse June 27 Richardson, Brighthouse  
 THWAITES, CATHERINE ELIZA, West Hartlepool June 22 Hayward & Co, West Hartlepool  
 TRATT, ANNE EMMA TREND, Bridgwater, Somerset June 25 Bishop, Bridgwater  
 WARD, IDA MARY, Manchester June 15 Jellicoe & Co, Manchester  
 WEBB, CATHERINE, Tunbridge Wells July 10 Cripps & Co, Tunbridge Wells  
 WEBB, ROBERT GODDARD, Brighton June 25 Weston, Brighton  
 WIENOLD, FREDICH, Croydon June 25 Fowler & Co, Bedford row  
 WORTS, THOMAS, Sutton, Norfolk, Miller June 25 Keith & Co, Norwich

London Gazette.—TUESDAY, May 29.

ALLISON, WILLIAM, Leeds, Iog Manufacturer July 14 Nelson & Co, Leeds  
 ALPERS, ELLEN, Thornbury, Glos June 30 Veale & Co, Bristol  
 AXE, MARGARET MARY, Southampton July 9 Paris & Co, Southampton  
 BAILEY, SARAH, Cheltenham June 24 Jessop & Son, Cheltenham  
 BARHAM, MARY ANN GORDON, Worthing June 21 Charles & Co, Worthing  
 BATES, ELIZABETH ANN, snates ln, Woodford Green July 9 Whittington & Co, Bishopsgate  
 BINNS, GEORGE GROVES, Bradford, Staff Merchant July 1 Lee, Bradford  
 BONVER, CATHERINE, Colwyn Bay June 30 Crofton & Co, Manchester  
 BOYCE, MARTIN LUTHER, Ipswich, Master Plumber June 25 Birkett & Co, Ipswich  
 BREWER, CHRISTIANA, Carlton vale, Maida Vale July 7 Woodbridge & Sons, Serjeants' Inn  
 BROOKER, JOHN, Liverpool June 22 Tyrar & Co, Liverpool  
 BURN, CHARLES, South Shields, Pilot June 21 Wheldon, South Shields  
 BURT, EMILY ELIZABETH, Winchester June 30 Warner & Kirby, Winchester  
 CARROLL, ROBERT, Barnes, Bank Manager June 30 Maraden & Co, Henrietta st Cavendish sq  
 CHAPMAN, CHARLOTTE, Essex grove, Central hill, Upper Norwood July 1 Bridges & Co, Red Lion sq  
 CHAPMAN, ISABELLA, All Saints' Convent, St Albans June 30 Maraden & Co, Henrietta st, Cavendish sq  
 CHATHAM, WILLIAM LLOYD, Netherton, Worcester, Breeze Merchant June 8 Cooksey & Co, Old Hill, Staffs  
 CHRISTIE, JAMES, Consett, Durham, Colliery Overman June 25 Aynsley, Consett  
 COATES, GEORGE, Packington st, Islington June 30 Lewis & Sons, Wilmington sq  
 CRANSTON, CHARLES BRUCE, Aston on Clun, Salop June 30 Marston & Sons Ludlow  
 DEIGHTON-BRAYSHERR, CHARLES, or CATHERINE ANNE DEIGHTON-BRAYSHERR, Ashford Middle June 30 Norton & Co, Old Broad st  
 DOUGHTY, SAMUEL, Sheffield June 11 Chambers & Son, Sheffield  
 EYRE, ELLEN, Sheffield June 11 Chambers & Son, Sheffield  
 FRIEND, JOHN HENRY, Bristol, Farmer June 30 Simsott & Son, Bristol  
 HARTLAND, GEORGE, Tipton, Staffs, Haulier June 19 Brothwood, Sedgley  
 HARVEY, JOSEPHINE, Bristol June 25 Hopgood & Dowson, Spring gdns  
 HEYWOOD, THOMAS, Crouch End, Manufacturer June 30 Bishop & Fenton-Jones, Kingsland High st  
 HIRST, JANE, York July 1 Raworth & Co, Harrogate  
 HOSKING, GEORGINA VALENTINE, Liverpool June 30 Laces & Co, Liverpool  
 JONES, DAVID, Holywell, Flint June 30 Roberts & Evans, Aberystwyth  
 KEEN, PERCY, Shad Thames, Wharfinger June 24 Jutsum & Jones, Queen Vic, toria st  
 KENDALL, CHARLES ROBERT, Kennington gdns, Iford June 30 Durrant & Co, London and South Western Bank, Limited, Fenchurch st  
 KHAFIF, EZRA MOSES, Manchester, Merchant June 23 Lee & Co, Manchester  
 KINTON, ROBERT, Middlesbrough, Brewer's Manager June 24 Thompson, Middlesbrough  
 LANGSLOW, HARRIET, Adelaide rd, West Ealing July 18 Hetherington, Bond st Ealing  
 LEES, Sir HARCOURT JAMES, Pembury July 10 Upperton & Co, Lincoln's Inn fields  
 LETHBRIDGE, Sir ALFRED SWAINE, Bursledon July 7 Mossop, Water ln, Great Tower st  
 LUCAS, EMMA ELIZABETH, Rugby June 21 G M & C Seabroke, Rugby  
 MOORHOUSE, ARTHUR, Manchester June 30 Towns, Manchester  
 MORTIMER, EMILY HOWE, Niton, I of W June 30 Buckell & Drow, Ventnor  
 MORTIMER, OSCAR, Ipswich July 25 Jakaman & Sons, Ipswich  
 MOTT, ALICIA SARAH, Much Hadham, Herts June 14 Gayton & Hare, Much Hadham, Herts  
 MYNORS, ANNE TOWERS, Tixall, Staffs July 18 Wilkins & Son, Uttroter  
 NEWE, ROBERT JAMES, Isledon rd, Islington July 18 King, Gray's Inn sq  
 OVERY, CHARLES EDWARD, Langdon Hills, Essex June 30 Russell & Sons, Coleman st  
 PEARSON, JAMES HENRY, Brighthouse, York, Professor of Music June 23 Chambers & Chambers, Brighthouse  
 PETERS, JOHN JOSEPH, Papsy rd, New Cross Gate June 30 Trower & Co, New sq, Lincoln's Inn  
 POTTER, HENRY PERCY, Kensington Infirmary, Marlow rd, Surgeon June 30 Peacock & Goddard, South sq, Gray Inn  
 POWELL, CHARLES, Chadwell Heath June 15 Phillips, New Broad st  
 RADCLIFFE, HANNAH, Colwyn Bay July 7 Heath & Sons, Manchester  
 RICK, MARY ANN, Clevedon, Somerset June 30 O'Donoghue & Forbes, Bristol  
 ROXBURGH, ROBERT, Weston super Mare, Physician July 1 Smith & Sons, Weston super Mare  
 SANDERS, JOSEPH, Crawford st, Bryanston sq, Builder July 10 King & Co, Dowgate Hill, Cannon st  
 SCOTT, WILLIAM JOHN, Manchester, Merchant July 10 Sutton & Co, Manchester  
 SMITH, MARY ANN, Westworth, Yorks June 30 Smith & Co, Sheffield  
 SUTHERLAND, ARTHUR BENONI, Bedford July 5 Morgan & Co, Old Broad st  
 TABERHAM, REBECCA, Manor gdns, Clapham June 22 Richardson & Co, St James' st  
 TYLER, ELIZABETH DAY, Woking June 30 Walls & Co, Old Jewry

VIVIAN, BEATRICE MARY, Emsworth, Hants June 30 Janson & Co, College hill  
 WESTLICK, ELIZABETH, Bath June 22 Wills, Bath  
 WESTON, MARTHA ANN, Herne Bay June 30 Blyth, Norwich  
 WHITE, HAMILTON, Relford, Notts June 18 Clay & Robinson, Relford

*London Gazette.*—FRIDAY, June 1.

ADAM, MARY, Liverpool July 14 Woodburn & Holme, Liverpool  
 ASHMOLE, SARAH ANN, Ilford, Essex June 30 Baldeleys & Co, Leadenhall st  
 BADDELEY, KATHLEEN ANNA, Bournemouth July 7 Bischoff & Co, Great Winchester st  
 BOYLE, HENRY DAVID, St James pl June 30 Burton & Co, Surrey at  
 DAVISON, LOUISE MARIA, Manchester July 21 Tucker & Co, Manchester  
 EDWARDS, ELLIS, Tonbridge Wells June 30 Rigby & Harro, Liverpool  
 FURNIVALL, ALICE, Catford, Kent July 2 Fitz-Hugh & Co, Brighton  
 GODFREY, CHARLES EDWARD, Southsea, Pianoforte Manufacturer July 1 Hobbs & Brutton, Portsmouth  
 GREEN, GEORGE SANGSTER, Fitzjohn's av, Hampstead, Barrister at Law July 2 Pullon, Bloomsbury sq  
 GROVE, WALTER FREDERICK, Penn, Bucks June 27 Gibson, Beaconsfield  
 HILLBRANDT, FREDERICK EDMUND, Addiscombe, Surrey July 14 Gregsons, John st Adelphi  
 JACOBSON, LOUIS, Leeds June 30 Peckover & Co, Leeds  
 KEEGAN, Very Rev GERALD CANON, Birkenhead June 14 Hoskinson, Liverpool  
 KNOWLES, GEORGE, Kenyon, Lancs July 31 Milne, Kendal  
 MORRIS, ALICE CHARLOTTE, Cheltenham July 10 Eickerby & Co, Cheltenham  
 O'NEILL, MARY, Liverpool July 1 Gradwell & Co, Liverpool  
 PARKER, ROSE MARIA, Guildford July 2 Hilder & Co, Jermynt st  
 PARKER, JAMES MILLS, Maidenhead, Coal Factor July 2 Nye & Donne, Brighton  
 PARKMAN, ANN ELIZABETH, First av, Queen's Park, Paddington July 7 Wilkinson, Bedford row  
 PAYNE, JOSEPH, Sutton, Surrey July 10 Murray & Co, Birch in  
 PICKARD, LYDIA HESTER, Falkland rd, Hornsey July 2 Russell, Bexley Heath  
 PIGOT, EMILY GEORGINA ELISE, Bracknell, Berks June 30 Stunt & Sons, Chelmsford  
 SAYERS, ENOCH, Leatherhead, Surrey, Timber Merchant June 14 Sherwood & Warren, Essex st, Strand  
 SMYTH, ALFRED JOHN, Conyers rd, Streatham July 9 Clapham & Co, Devonshire sq  
 THOROLD, WILLIAM HAZELDINE, Eaton, Norwich June 26 Woolsey & Co, Norwich  
 TIMMIS, MARY, Haslington, nr Crewe June 29 Pedley & Co, Crewe  
 TURNER, ISABELLA, Cramlington, Northumberland June 30 Clark, Newcastle upon Tyne  
 WELCH, HENRY, Southsea, Engine Fitter July 2 Kent, Portsmouth  
 WHEELER, HENRY THORNTON CAMDEY, District Commissioner, Northern Territories of the Gold Coast July 24 Hobbs & Brutton, Portsmouth  
 WHITTINGHAM, JANE, Surbiton, Surrey July 14 Hewitt & Co, Leadenhall st  
 WRIGHT, EDWARD MOUNTSTEVEN, Beckenham July 18 Brown & Woolnough, Lincoln's inn fields  
 WRIGHT, WILLOUGHBY, Dennington, Surrey, Furniture Broker June 30 Ling & Son, Framlingham

*London Gazette.*—TUESDAY, June 5.

ALLEN, RHODA MARIA, Sharpness, Glos July 2 Wansbroughs & Co, Bristol  
 ANTROBUS, JOHN COTTIS, Congleton, Chester June 25 H L & W P Reade, Congleton  
 ASHWELL, FREDERICK ERNEST, Beckenham rd, Kent July 14 Harraway, South sq, Gray's inn  
 BIRT, FREDERICK BECKETT, The Copse, Wimbledon July 31 Birt & Son, Town Hall Chambers, Southwark  
 BRAND, Hon ARTHUR GEORGE, Mount at July 4 Treherne & Co, Bloomsbury sq  
 CHATWIN, AMINA, Birmingham June 20 Arnold & Son, Birmingham  
 CHEERS, MARTHA HAWKINS, Liverpool July 1 Smith & Son, Liverpool  
 CORNER, JOHN THOMAS, Wallend, Schoolmaster June 30 Drury, Newcastle upon Tyne  
 DANIEL, JAMES HENRY, Cobbold rd, Leytonstone July 16 Breeze & Wyles Bow rd

DANIEL, ELIZABETH LETITIA, North side, Wandsworth common June 30 Coward & Co, Mincing ln  
 DENNAN, JAMES CHARLES, Sandrock rd, Lewisham, Stevedore July 6 Read, High st Lewisham  
 DOLAN, ROBERT THOMAS, Eastbourne June 30 Poole & Robinson, Union ct, Old Broad St  
 DUNN, Brigadier-General ROBERT HENRY WILLIAM, Wrexham July 9 Trower & Co New sq, Lincoln's inn  
 ELLIOTT, PHILIP, Sunderland June 30 Ritson & Hope, Sunderland  
 FELL, JAMES, Woodford, Essex, Coffee House Keeper June 30 Rodyk & Co, Alderman-bury  
 GASCOTTE, GEORGE, Littleover, Derby June 30 Simpson & Co, Derby  
 HAUGHTON, THOMAS, Upton, St Leonards Glos June 30 Bonnor, Glos  
 HELYAR, ELLA ISABEL GEORGINA RIVERSDALE, Babacombe July 2 Cole, Dawlish  
 HIGGINSON, FRANCES MARY ANNE, North side, Wandsworth common June 30 Coward & Co, Mincing ln  
 HINDMARSH, CHARLES MATTHEW, Nottingham pl, London July 8 Foyer & Co, Essex st  
 HOARE, JULIA LUCY, Bournemouth July 4 Thorold & Co, Regent St  
 HOBSON, JAMES, Wyde Green, Warwick, Commercial Traveller July 9 Harvey, Birmingham  
 HUTCHINGS, TOM, Poole July 10 Trevanion & Curtis, Poole  
 JAMES, JOHN ARTHUR, Grafton st, Westminster July 14 Atkey & Co, Sackville St  
 JAMES, JULIA, Croydon June 23 Peard & Son, Croydon  
 KIPLING, JONATHAN, Arkengarthdale, Yorks, Farmer July 31 Mudie, Darlington  
 LLOYD, THOMAS, Newcastle Emlyn, Cardiganshire July 9 Thomas, Chancery ln  
 MARCH, WILLIAM, Worthing July 11 Grey & Wilcox, Birmingham  
 MARSDEN, BERTHA, Manchester Aug 2 Houstoun, Duchy of Lancaster Office  
 MAYNE, JOHN DAWSON, Reading June 30 Burton & Co, Surrey st, Strand  
 McFARLANE, WILLIAM, Bickley, Kent June 30 Coward & Co, Mincing ln  
 METCALFE, MARY JANE, Halifax July 2 Learoyd & Co, Huddersfield  
 NEVILLE, ALMA GLADYS, Arksey Hall, nr Doncaster July 1 Ford & Warren, Leeds  
 NICHOLLS MARK, Bloxwich July 30 Evans & Son, Walsall  
 O'CONNELL, JOHN, Portsea, G'am, Commercial Clerk July 10 Branson & Fox, Sheffield  
 PECK, ELIZABETH GEORGINA, Richmond, Surrey July 9 Richardson & Co, St James's st  
 PERCIVAL, DILLIA, Dalkeith rd, Ilford Jul 18 Nicholson, Lawrence ln, Cheapside  
 PIGEON, ANNA, South side, Clapham common June 30 Merrimans, Mitre ct, Temple  
 POTTER, EVELYN EDWARD, Weybridge, Surrey July 14 Baxter & Co, Victoria st Westminster  
 PRESCOTT, JOHN, Hindley, Lancs, Newsagent June 30 Campbell, Hindley  
 RATHBONE, WILLIAM THOMAS, Hillmorton, Warwick, Builder June 30 G M & C Seabrooke, Rugby  
 REYNOLDS, FREDERICK, Abchurch lane, Greenwich July 14 Batchelor & Batchelor, Church st, Greenwich  
 RIGHT, JOHN, Blackburn, Poultry Dealer July 2 Walmesley & Son, Blackburn  
 SEYMOUR, ALFRED, Langley, Bucks, Farmer July 2 Charsley & Reynolds, Slough  
 SIMPSON, REBECCA, Harrogate July 1 Kirby & Co, Harrogate  
 SMITH, SOPHIA, Bradford July 14 Wade & Co, Bradford  
 SMITHETT, JANE, Southampton June 30 Poole & Robinson, Union ct, Old Broad st  
 STEER, MARY, East Grinstead July 7 Turner, East Grinstead  
 SUTTON, ELIZABETH, Rotherham July 10 Kesteven, Sheffield  
 TISLER, SARAH JANE, Thongbridge, nr Huddersfield July 9 Iveson & Co, Heckmondwike  
 TREASURE, HENRY, Stoke Lane, Somerset, Farmer July 7 Mackay & Son, Shepton Mallet  
 VARLEY, JOHN SAMUEL, High Wycombe July 2 Bliss & Sons, High Wycombe  
 WAREING, ANNE ELEANOR, Bath July 6 Adam & Co, Bath  
 WILLIAMSON, THOMAS, West Hallam, Derby, Colliery Manager July 14 Seaby, Alfreton  
 WINFLET, MARY PRISCILLA, Rosslyn hill, Hampstead July 7 Dennison & Co, Grace church st

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

## LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.  
*Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.*

## POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

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